

Amendment in the Nature of a Substitution for Clerk Item E-110/15

No amendment is being made to the Resolution to approve the Permit for Use and Occupancy of County-Owned Property between the New York Islanders Hockey Club, L.P. and the County ("Permit"), but the Permit is being amended in the following fashion:

This amendment modifies certain sections of the Permit for Use and Occupancy of County-Owned Property between the New York Islanders Hockey Club, L.P. and the County. The following pages of the Agreement are included and shall replace the corresponding pages in the filed item: 13-19, 26-29 and Exhibit B to Appendix B to be inserted after Page B-6. Please note that the modifications set forth below changed some page breaks requiring additional replacement pages, however, no modifications other than those set forth below have been made to the Agreement. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form for the Licensee is also included.

The modifications to Section 6.1(a) (Page 13) clarifies that Licensee will offer tours of the Facility along with other public open houses and special events.

The modifications to Sections 7.1 and 7.2 (Pages 14-15) clarify that the County will share in all gross revenue received by Licensee for any sponsorships and advertising conducted pursuant to the Agreement.

The modifications to Section 18.2 (Page 26) revises the delivery dates for each phase of the Premises and clarifies Licensee's obligation to accept delivery of the Pro Shop.

The modifications to the Initial Capital Improvement Schedule set forth as Exhibit B to Appendix B (to be inserted after Page B-6) revises the delivery dates for each phase of the Premises, consistent with the modifications to Section 18.2.

This amendment only affects the sections described above. The remainder of the document E-110/15 is unchanged; any reference to a section other than those described above shall be to Clerk Item E-110/15 as filed on Friday, June 5, 2015.

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NASSAU COUNTY
CLERK OF THE LEGISLATURE

- (i) Five (5) open to the public practices per Contract Year. During such open practices, Parks shall be permitted to charge for admission to the Rink, and should it elect to do so, it will make clear to the public in any advertisement, press release or other related promotion that it is charging a fee for such event, not the Licensee. There will be no Rink Rental Fee for these events.
- (ii) Two (2) open to the public scrimmages per Contract Year (e.g., Blue/Orange game, prospect game). During such open scrimmages, Parks shall be permitted to charge for admission to the Rink, and should it elect to do so, it will make clear to the public in any advertisement, press release or other related promotion that it is charging a fee for such event, not the Licensee. There will be no Rink Rental Fee for these events.
- (iii) Three (3) free to the public player signing events per Contract Year.

In addition, the Licensee shall offer tours of the locker rooms, weight room and training rooms of the Facility at mutually agreeable times, and may host open houses and special events (e.g., public draft night events) at its discretion. The Licensee's use of the Premises shall be compatible with and shall enhance Cantigue Park and shall be in furtherance of the recreational and park purposes therein.

(b) The Licensee shall provide the Commissioner with monthly schedules for all practice activities to be conducted upon the Rink. Such schedules shall be provided to the Commissioner at least fifteen (15) days prior to the upcoming implementation month and may be modified as necessary upon prior notice to Parks. Except as set forth herein, such monthly schedules shall be subject to the review and approval of the Commissioner, not to be unreasonably withheld or delayed provided that the monthly schedule submissions are substantially similar to the sample schedules attached as Appendix "C" hereto, to ensure that all activities occurring at the Rink are consistent and compatible with the park and recreational purposes of Cantigue Park. The Licensee shall be entitled to emergency Rink rental upon forty-eight (48) hours' notice to the Commissioner. The parties shall work together to minimize the occurrence of any such emergency Rink rental. In such emergency situations, the Licensee shall be given priority to utilize the Rink, notwithstanding any other previously scheduled events. The Licensee shall work cooperatively with Parks to coordinate use of the Premises in such a manner as to minimize interference with the use of the Premises by the public or by agents, servants and/or employees of the County.

- 6.2 The parties shall have shared use of the internal turf field in the Facility, the time and dates of such usage to be mutually agreed upon by the parties, and the County shall be permitted to utilize the turf field for public purposes. During the NHL season, including for pre-season and, as applicable, post-season activities, the Licensee shall have priority to utilize the turf field. To the extent permitted by

applicable law, the County shall fully indemnify Licensee relating to such use including any such costs, maintenance and/or repairs, as determined by Licensee in its sole reasonable discretion, in connection with its use of the turf field. Notwithstanding the foregoing, the County shall not be permitted to utilize the turf field in any manner that would damage the turf field or any portion of the Facility.

- 6.3 The Licensee shall not operate, or permit the operation of, any concession at the Facilities, or permit others to use all or a portion of the Facilities for commercial events, except with the prior written approval of the County, which shall not be unreasonably withheld. Without limiting the generality of the foregoing, no t-shirts, souvenirs or other goods may be sold without a permit issued by the County and a fee paid to the County. However, the County acknowledges the Pro Shop will engage in the sale goods, including but not limited to any such goods as any comparable pro shop or team store may carry such as team or hockey related souvenirs, memorabilia, equipment, apparel and accessories. Unless otherwise stated in this Agreement, the Licensee shall have sole discretion in the types of goods that are offered for sale in the Pro Shop, including but not limited to any such goods relating to hockey, hockey teams, souvenirs, memorabilia, equipment, apparel and accessories. Further, the County acknowledges that Licensee may use the Facility to run sports related programs. The Licensee may permit others to use the Facility, subject to the prior written approval of the County, which shall not be unreasonably withheld provided such entities furnish the County with certificates of insurance for commercial general liability insurance, which shall name "Nassau County" as an additional insured and have minimum coverages as set forth in Article XXIV. All revenues generated from any such concession sales, Pro Shop sales and use of the Facility are included in "Gross Receipts" under this Agreement and shall be considered revenue earned by the Pro Shop. Any permitted vendors must have all appropriate licenses and permits and comply with the insurance provisions of Article XXIV of this Agreement naming the County as additional insured. The Licensee acknowledges that the County has an existing concession agreement covering the sale of food and beverages at the Premises and the Licensee expressly agrees that it will not sell food or beverages or interfere with the existing agreement. No outside food or beverage vendor may operate at the Premises unless an arrangement is made with the County and its concessionaire.

VII. NAMING RIGHTS, SPONSORSHIPS; ADVERTISING RIGHTS, MARKETING; BROADCAST RIGHTS

- 7.1 The County and the Licensee shall share in all gross monetary funds received by the Licensee for so-called "naming rights", "sponsorship rights" and additional advertising on the interior and exterior of the Facility, Pro Shop and Rink, and in other areas of Cantiague Park, as provided for herein (the "Sponsorship Revenue"). The County shall be entitled to twenty-five percent (25%) of the

Sponsorship Revenue received by the Licensee for Premises naming rights, and the Licensee shall be entitled to seventy-five percent (75%) of such funds. For additional advertising and sponsorship on the interior and exterior of the Facility, Pro Shop and Rink, and in other areas of Cantiague Park, as provided for herein, the County shall be entitled to twenty percent (20%) of such Sponsorship Revenue received by the Licensee and the Licensee shall be entitled to eighty percent (80%) of such funds when such revenue is below One Million Five Hundred Thousand Dollars (\$1,500,000.00) in any Contract Year. When the Sponsorship Revenue received by the Licensee for additional advertising and sponsorship on the interior and exterior of the Facility, Pro Shop and Rink, and in other areas of Cantiague Park, as provided for herein, equals or exceeds One Million Five Hundred Thousand Dollars (\$1,500,000.00) in any Contract Year, the County shall be entitled to forty percent (40%) of such Sponsorship Revenue received by the Licensee above the One Million Five Hundred Thousand Dollars (\$1,500,000.00) threshold and the Licensee shall be entitled to sixty percent (60%) of such funds. Notwithstanding anything to the contrary herein, except for any sale of naming rights that fall within the criteria set forth in the County's Advertising Policy (hereinafter defined) any such sale of naming rights shall be subject to the prior written approval of the County Executive, which shall not be unreasonably withheld.

- 7.2 The County hereby assigns, transfers and sets over to the Licensee the right to sell to advertisers the right to display advertising signs and banners on the exterior and within the interior of the Facility, Pro Shop and Rink, and in other areas of Cantiague Park, as provided for herein, and to display and film other forms of advertisement within the interior of the Premises, subject to compliance with all applicable laws, Rink rental requirements and the Policies and Standards for Marketing and Advertising (hereinafter, the "County's Advertising Policy") attached hereto as Appendix "D", as may be amended from time to time by the County. Notwithstanding anything contained in the County's Advertising Policy to the contrary, advertisements promoting the sale of wine, liquor, beer, distilled spirits or other alcoholic beverages shall not be permitted on the Premises.
- 7.3 The Licensee represents and warrants that its activities under this Agreement, including the advertising, will not infringe upon the patents or copyrights of any third party. The Licensee shall pay all royalties and license fees, if any, which may be payable to third parties in respect of this representation and it shall defend all suits or claims alleging such infringement and unless such suit or claim is due to an act or omission of the County, hold the County harmless from losses on account thereof provided that the County shall have given notice to the Licensee promptly as to any such suit or claim and shall fully cooperate with the Licensee in its defense thereof.
- 7.4 (a) All brochures, media advertisement and similar copy directly related to the Premises to be released, disseminated to the public or distributed in any manner shall be in conformance with the County's Advertising Policy. The Licensee shall

have the right to print or to arrange for the printing of programs for all the Licensee activities and events at the Premises containing any advertising matter except advertising matter which is indecent, in obvious bad taste, or which demonstrates a lack of respect for public morals and conduct.

(b) The County reserves the right to place advertising or any form of signage at the Premises, at any time during the Term of the Agreement, at locations determined through consultation with the Licensee; provided, however, that no such advertising or signage shall unreasonably interfere with the Licensee's use of the Premises.

- 7.5 Any sign posted by the Licensee at the Premises, or any advertisement posted on the Premises and used in connection with the Premises, shall be in conformance with the County's Advertising Policy, and shall be appropriately located. The Licensee shall provide all naming rights and advertising signage, at its sole expense, subject to County approval, which shall not be unreasonably withheld. In addition, any signage or press, whether or not located on the Premises, promoting or identifying the Licensee's activities on the Premises shall acknowledge the County's role in the ownership and operation of the Premises (e.g., "Nassau County's Cantiague Park" or "Cantiague Park in Nassau County").
- 7.6 For the Licensee activities, events and programs only (for purposes of this Article VII, the "Licensee Events"), the Licensee or its designee shall have rights with respect to radio, television, cable, film, tape and/or other similar rights, including, but not limited to, the following: (i) to broadcast and/or disseminate, by radio, television, cable, wifi, satellite and/or other method of transmission or communication, audio and visual reports of all or any part of the Licensee Events occurring at the Premises during the Term of this Agreement, (ii) to broadcast and disseminate by means of VHF or UHF or any other method of free over-the-air television, the Licensee Events occurring at the Premises; and (iii) to exhibit and/or authorize exhibition of any of such Licensee Events by means of cable, subscription, pay television, closed circuit television, film and/or tape or any similar existing or future technology. For all other activities, events and programs occurring at the Rink, the County shall have the exclusive right with respect to the aforementioned radio, television, cable, film, tape and/or other similar rights for such events. Notwithstanding the foregoing, the Licensee or its designee shall have all rights to broadcast via television, internet or otherwise all the Licensee's games, activities, events and programs within the Rink; so that, for example the Licensee may comply with applicable league rules for such broadcast, it being understood that any revenues generated shall be included as Sponsorship Revenue under this Agreement.
- 7.7 It is agreed that with respect to any of the rights above, the Licensee shall have the right to authorize commercial sponsorship of such Licensee Events, plus the right to market and promote such Licensee Events and programs and the right to make or enter into agreement with others to make motion pictures, video tapes,

audio tapes, games and other types of recordings and or media, now existing or hereafter created, including, without limitation, internet webcasting, video streaming and real time telecasting by transponder or otherwise in any manner to capture and/or display all images of the Licensee Events occurring at the Premises in connection with the production of live or taped radio, television, including broadcast, cable, closed circuit and/or pay and internet telecasts or otherwise in any manner capture such Licensee Events, which the County shall deem necessary and/or desirable. With respect to all other activities, events and programs occurring at the Premises, the County shall have the exclusive right to the aforementioned advertising and sponsorship opportunities set forth in this Section 7.7.

- 7.8 Notwithstanding anything in this Agreement to the contrary, any and all revenues generated directly and solely from activities under this Article VII, including without limitation, revenues resulting from naming rights, sponsorships, advertising, marketing and broadcast rights transactions, shall be included in Sponsorship Revenue under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed to include any revenue from any existing, renewed or replaced master agreements the Licensee may have relating to broadcasting as revenue under this Agreement, unless any such master agreements are modified, amended or renewed to include additional value or benefit related to Licensee activities at the Premises, in which case such additional value shall be included in Sponsorship Revenue under this Agreement.
- 7.9 Any and all revenues generated from activities relating to a charity or charitable event and paid to such charity, whether affiliated with Licensee or not, shall not be included in Sponsorship Revenue or Gross Receipts from the Pro Shop (in such event that sales revenue from Pro Shop is to be part of such charity or charitable event).

VIII. OPERATIONS

- 8.1 The Licensee shall maintain and operate the Facilities, and the County shall maintain all parking area(s) including those areas dedicated to and secured for Licensee and continue to maintain and operate the Rink, for the benefit of all County citizens and the general public in an attractive, accessible, safe, operable, sanitary and inviting manner consistent with the operations and best practices of comparable public recreational facilities in the New York metropolitan area, and in such further manner as the County shall prescribe. Notwithstanding the above, the Rink shall be maintained to professional hockey standards. Each party, as applicable, shall take all actions necessary or appropriate to meet the obligations described herein, including obtaining and maintaining, and causing all of its agents to obtain and maintain, all approvals and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

- 8.2 The Licensee shall employ or retain the services of an operations manager (the "Manager") possessing appropriate qualifications to manage the Pro Shop in a manner that is satisfactory to the Department and Parks. The Manager must be available by telephone throughout the Term of this Agreement and the Licensee shall provide the Department and Parks with a telephone number at which the Manager may be contacted in the event of an emergency. The Licensee shall replace any Manager, employee or subcontractor whenever mutually agreed to by the Parks Commissioner and the Licensee.
- 8.3 The Licensee shall, at its sole cost and expense, use commercially reasonable efforts to recruit qualified personnel from the communities immediately surrounding the Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of the Pro Shop and compliance with this Agreement, including but not limited to:
- (a) Collecting and safeguarding all monies generated under this Agreement;
 - (b) Maintaining the Pro Shop;
 - (c) Conducting and supervising all activities to be engaged in at the Premises; and
 - (d) Securing the Pro Shop.
- 8.4 If the County fails to adequately maintain or repair, to the extent that it is obligated to maintain or repair, the Rink, Facility or Pro Shop or dedicated ancillary secured parking for the purposes set forth herein, Licensee may, after thirty (30) days' written notice to County (except that only forty-eight (48) hours' notice need be given in case of emergency), perform such maintenance or repair at the County's expense and the reasonable amount of all expenses incurred by Licensee in doing so shall be payable by County. Prior to commencing any such work, Licensee must submit such proposed work to the Department, including price quotes from at least three (3) vendors for such work. Following approval to proceed by the Department, Licensee may perform such work. After such work is completed, Licensee shall submit the receipts and expenses to the County for approval. If approved by the County, the County shall reimburse Licensee for such expenses within thirty (30) days of such approval or such expenses may be deducted from the Guaranteed Minimum Annual Revenue if not paid by County within that time frame. Notwithstanding the above, in the event the ice in the Rink is unusable, only twenty-four (24) hours' notice need be given before Licensee may perform required maintenance or repairs at the County's expense, subject to the requirements of this Section; *provided, however*, that Licensee need not obtain price quotes from at least three (3) vendors for such work.
- 8.5 The Premises shall be accessible to disabled members of the public. The accessibility shall be clearly indicated by signs provided and installed by the County. Except for capital expenditures which shall be the responsibility of the County, the Licensee shall be in compliance with the applicable provisions of the American with Disabilities Act and any similarly applicable laws.

- 8.6 The Licensee shall promptly notify the Department and Parks of accidents or unusual incidents occurring at the Facilities, as well as incidents at the Rink during Licensee's use. Such notice, including documents filed with any County, law enforcement or insurance agencies, shall also be provided to the County in writing within ten (10) days of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, damage to person or property, fire, flood and casualty. The Licensee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Pro Shop, and the Licensee shall notify the Department and Parks in writing as to said person's name and address.
- 8.7 The Licensee will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and the Nassau County Living Wage Law. The Licensee shall enter into project labor agreements, on commercially reasonable terms, with the various labor organizations that may be hired to provide services in connection with any Licensee construction activities, if applicable, in substance and form acceptable to the County and the Licensee. In addition, the Licensee shall comply with, and shall cause all contractors and subcontractors engaged in construction activities to comply with, the apprenticeship training program requirements pursuant to Local Law 9-2002 and all other applicable laws, rules and regulations.
- 8.8 The County shall, at its sole cost and expense, post throughout the Premises and Cantiague Park such signs as it may deem necessary to direct patrons to its services and facilities. The County shall provide, at its sole cost and expense, proper identification signage, inside and outside the Park, for the Facility and Pro Shop.
- 8.9 Except for properly stored gasoline, or as otherwise agreed to in writing by the Department or Parks, the Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York. No fireworks, fireworks displays or performances involving pyrotechnics of any kind are authorized or permitted pursuant to this Agreement without the express prior written approval of the Commissioner of the Department and Parks.
- 8.10 The County shall be responsible for providing and maintaining adequate secure and private parking in connection with the Facility. In addition, the County shall be responsible for providing and maintaining at least fifty (50) shared common parking spaces in close proximity to the Facility. The County shall provide parking as set forth in Appendix "B".

Shop and renovation of the Rink, as generally described in Appendix "B" and agreed or as may be agreed upon by the parties subject to the terms of this Article XVIII and the remainder of this Agreement. The County's cost to construct the Facility shall not exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00) as set forth in the Settlement Agreement ("County's Cost"). The County shall construct the Pro Shop, all parking areas, and Rink renovation at its sole cost and expense. In the event that the County has expended the County's Cost, the Licensee shall contribute up to Six Hundred Thousand Dollars (\$600,000.00) towards construction of the Facility, for costs incurred above the County's Cost (the "Licensee Facility Contribution"). The Licensee Facility Contribution shall be due and payable to the County, or to the County's designee, within thirty (30) days of (i) the County's submittal of reasonably detailed supporting documentation evidencing the County's expenditure of the County's Cost following Substantial Completion, and (ii) delivery of the approved Rink and Facility in accordance with the plans and specifications approved by the parties. In the event of any dispute regarding the payment of the Licensee Facility Contribution, the Licensee shall pay any undisputed amount within thirty (30) days as stated above, and the parties shall endeavor to resolve the payment of the disputed portion of the Licensee Facility Contribution within sixty (60) days.

- 18.2 The County shall complete construction of the Rink renovation by August 15, 2015. The County shall complete construction and delivery of the first floor of the Facility and the data room on the second floor of the Facility by January 13, 2016. The County shall complete construction and delivery of the second floor of the Facility by March 13, 2016. The County shall complete construction and delivery of the Pro Shop by January 13, 2016. All construction shall be completed in accordance with the plans and specifications approved by the parties. In the event the County is unable to complete construction and delivery of each of the foregoing by the applicable deadline, the County shall be subject to a One Thousand Dollar (\$1,000.00) per day late fee, to be credited against the Base Fee, for each day until delivery of the applicable construction activity. Notwithstanding the foregoing, should the Pro Shop be completed prior to the first floor and second floor data room of the Facility, the Licensee is not obligated to accept delivery of the Pro Shop until the completion of the first floor and second floor data room of the Facility; provided, however, that the County shall not be subject to the aforementioned late fee on Pro Shop delivery if the Pro Shop is completed and offered for delivery by January 13, 2016 and Licensee has not accepted delivery thereof while awaiting completion of the first floor and second floor data room of the Facility.
- 18.3 The Licensee shall be solely responsible to provide all required furniture, fixtures and equipment ("FF&E"), which shall not include building and related systems as provided in Appendix "B", deemed necessary by the Licensee, at its sole cost and expense. It is expressly understood that Licensee shall be given access to set up or install FF&E as provided in this Agreement prior to Substantial Completion and such costs shall be in addition to the Licensee Facility Contribution.

- 18.4 Except where solely due to the default by Licensee beyond any applicable cure or remedy periods, in the event the County exercises its right to terminate or revoke this Agreement prior to the Agreement Expiration Date pursuant to Section 3.2(a), the Licensee shall be reimbursed for (i) the full amount of the Licensee Facility Contribution, and (ii) the unamortized portion of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00), which shall be amortized evenly over one hundred twenty (120) months. The County shall reimburse the Licensee within ninety (90) days of the effective date of such termination. In the event of such termination, the Licensee covenants to return the unamortized portion of the reimbursement to Lighthouse. The calculation of the unamortized portion of the reimbursement shall be verified by the Department and subject to the review, approval and audit of the County Comptroller.
- 18.5 The Licensee shall be permitted to make alterations, including capital expenditures, to the Facilities, subject to the prior written approval of the Department and Parks, such approval not to be unreasonably withheld.

XIX. INDEPENDENT CONTRACTOR

- 19.1 The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

XX. NO ARREARS OR DEFAULT

- 20.1 The Licensee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) Generally, the Licensee shall comply with any and all applicable federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Licensee is bound by and shall comply with the terms of Appendix "EE" attached hereto. As used in

this Agreement, the word "law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- (b) Personnel Screening. Consistent with Local Law 14-2003, and prior to the Licensee's use and occupancy of the Pro Shop, the Licensee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including children. At a minimum, the Licensee shall comply with guidelines and procedures as may be enacted or adopted by the County or Parks provided to the Licensee in writing, including the following:
- (i) The Licensee shall be responsible for screening all Pro Shop personnel, including substantiating credentials and reference checks. In addition, the Licensee shall check each prospective Pro Shop personnel against the Statewide Sexual Offenders Registry.
 - (ii) The Licensee agrees not to hire or retain any Pro Shop personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.
 - (iii) The Licensee agrees not to hire or retain any Pro Shop personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the Registry.
 - (iv) Where the criminal history record of any Pro Shop personnel reveals a conviction of a crime, the Licensee shall, upon notice from the Commissioner, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing Pro Shop personnel who have unsupervised or regular and substantial contact with minors, the Licensee shall notify the Commissioner, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department or Parks to remove Pro Shop personnel from duty shall constitute a material breach of this Agreement.

- (c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable state and federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.
- 21.2 Nassau County Living Wage Law. Pursuant to Local Law 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Licensee agrees as follows:
- (i) The Licensee shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which may be determined solely by the County. The Licensee has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Licensee to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix "L", and shall provide to the County any information necessary to maintain the certification's accuracy.

XXII. MINIMUM SERVICE STANDARDS

- 22.1 Regardless of whether required by law:
- (a) The Licensee shall, and shall cause Licensee Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
 - (b) The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee Agents to obtain and maintain, all Approvals necessary or appropriate in connection with this Agreement, except to the extent same are the responsibility of the County.

TENTATIVE MILESTONE SCHEDULE

<u>ACTIVITY</u>	<u>START</u>	<u>FINISH</u>
Agreement Signed	07/2015	
Site Clean Up / Prep	08/7/2015	08/21/2015
Excavate and Building Foundation	08/22/2015	09/15/2015
Building Frame & Roof – Delivery / Install	09/15/2015	10/30/2015
GC / Electrical / MEP (Internal Fit & Site Work)	10/01/2015	03/13/2016
First Floor (including data room)	10/01/2015	01/13/2016
Second Floor	12/30/2015	03/13/2016
Pour Slabs (Ground & Second Floor)	09/30/2015	10/30/2015
Complete Site Work (Paving & Pavement Markings)	02/28/2016	04/15/2016
Substantial Completion	04/15/2016	
Punch List (Includes Landscaping)	04/15/2016	06/15/2016

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: New York Islanders Hockey Club, L.P.
Address: 1600 Old Country Road
City, State and Zip Code: Plainview, NY 11803
2. Entity's Vendor Identification Number: 11-2254417
3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Governor: Charles B. Wang
Alternate Governors: Garth Snow (also GM and President); Scott Malkin;
Jon Ledesky; Art McCarthy; Roy E. Reichbach;
Mike Picker (also SVP)
SVP of Marketing and Sales: Paul Lencey
All with an address of: New York Islanders, 1600 Old Country Road, Plainview, NY 11803
For partners and limited partners, see #5

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

See attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None - N/A

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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

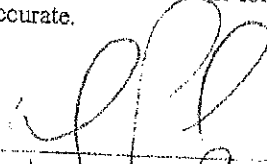
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

7/2/15

Signed:



Print Name:

Michael Rubin

Title:

SRP

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

5. Names and addresses of all owners of New York Islanders Hockey Club, L.P. ("NYI")¹:
NYI is owned by Islanders Holdings LLC (LP) and Islanders GP, LLC (GP)
Islanders GP, LLC is owned by Islanders Holdings LLC
Islanders Holdings LLC is owned by CBW/SK Sports Ventures, LP and NYC Hockey Holdings LLC
CBW/SK Sports Ventures, LP is owned by Charles B. Wang (LP) and CBW/SK Sports Ventures III, Inc. (GP)
CBW/SK Sports Ventures III, Inc. is owned by Charles B. Wang
NYC Hockey Holdings LLC² is owned equally by Power Play Partners LLC and Fifth Ring Hockey LLC
Power Play Partners LLC is owned by Jon Ledecky.
Fifth Ring Hockey LLC is owned by Scott Malkin.³
6. Affiliates:
See #5 above. In addition, NYI wholly owns each of The Connecticut Islanders, LLC (dba Bridgeport Sound Tigers), Harbor Yard Sports and Entertainment, LLC, Central Island Properties, LLC and several entities created at the behest of the NHL for finance purposes.

¹ NYI, Islanders Holdings LLC, Islanders GP, LLC, CBW/SK Sports Ventures, LP, CBW/SK Sports Ventures III, Inc. and Charles B. Wang each have an address of: 1600 Old Country Road, Plainview, New York 11803.

² NYC Hockey Holdings LLC, Power Play Partners LLC and Jon Ledecky each have an address of: 1080 Fifth Avenue, Apt. 12A, New York, New York 10128.

³ Fifth Ring Hockey LLC has an address of One Grand Central Place, 60 East 42nd Street, Attention: Scott Malkin New York, NY 10165.

State Environmental Quality Review (SEQR)
NEGATIVE DECLARATION
 Notice of Determination of Non-Significance

Project Number: NCPC-OSPAC File # 12-2015

Date: July 6, 2015

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

Nassau County Planning Commission acting in an advisory capacity to the lead agency, Nassau County Legislature, has recommended that the Proposed Action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action:

SEQRA Status: Type I ☒
Unlisted ☐

Conditioned Negative Declaration: ☐ Yes
☒ No

Description of Action: The subject application involves the development of a 36,139sf athletic training center adjacent to the existing indoor ice hockey arena at Catiague County Park located in Hicksville, NY. The facility will be supported by a new 50 stall parking lot to be located directly to the west of the training center. Vehicular access will be from an existing parking lot to the southwest of the subject property. Public access to the new facility will be by way of a new sidewalk and access path connecting the n/e corner of the existing parking lot to the proposed doorway leading to the indoor turf field. In addition to the new training center, the existing arena will be expanded by 4,000sf to the south to accommodate an NHL regulation-sized hockey rink. No additional seating is proposed. Other ancillary improvements include a rehabilitated lobby area and a 1,271sf pro shop. The relocation of an existing playground on the subject property will accompany the proposed action. The playground will be disassembled and a new play area will be erected in an area north of the proposed access path. Patrons will be able to access the playground from the existing parking lot using the new sidewalk and realigned access path. Trees located within the subject property (37 trees) will be removed; 37 new trees will be planted within the limits of the Park. Replanting locations will be determined by County staff trained in the areas of horticulture and landscape architecture.

The proposed two-story training center will include gymnasium/turf field and training space, locker rooms, weight room, equipment storage located on the first floor (19,557sf), and administrative offices and storage space on the second floor (16,582sf). Those utilizing the training facility will be able to enter the arena through a new enclosed walkway connecting the two structures. Utilization of the facility will be subject to a proposed Use & Occupancy Agreement (see Attachment B – *License Term Sheet*) with the New York Islanders Professional Hockey Organization. The turf training fields within the proposed facility will be jointly utilized by the NY Islanders and the County (for public use). In addition, the NY Islanders will offer the public numerous public practices, scrimmages, player signing, open houses and tours, which will provide the public with significant access to a professional hockey team and the training facility.

Location:

Cantiague County Park, West John Street, Hicksville, Town of Oyster Bay, New York

NCL&TM Designation: Section 11, Block 499, Lot 106

Reasons supporting this determination:

Completion of the Full and Expanded Environmental Assessment Form has identified no significant adverse environmental impacts.

Determination of Significance

The environmental criteria set forth in §617.7 (c) are considered to be indicators of significant adverse environmental impacts. Using these thresholds the Nassau County Legislature finds the following factors as its basis for the NEGATIVE DECLARATION determination:

1. The proposed action will not result in a potentially adverse change in existing air quality since a small increase in vehicle trips (60 entering and 24 exiting trips during the weekday AM and PM peak hours respectively and Saturday midday peak hour) will be induced. Additional parking (50 stalls) is proposed onsite to accommodate the new use. There is an existing underutilized parking lot immediately to the southwest that is available should it be necessary.
2. The proposed action will not result in any changes in the use or significant increase in intensity of land use or the utilization of the roadways associated with the site. The minor addition to park vehicular traffic generated by the new training facility will not have an adverse impact on the surrounding road network, both internal to the park and external. The proposed training facility will be no higher than the adjacent ice hockey arena and will be constructed in an area of the park that will not result in any loss to recreational amenities. The existing dilapidated and antiquated playground at the site will be disassembled and removed. Three new playgrounds will be constructed within the Park. The existing and heavily utilized playgrounds directly to the south of the site will remain.
3. The proposed action will not affect solid waste production and will not result in erosion, flooding, leaching or drainage problems; and
4. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna. Accordingly, the proposed action will not interfere with the movement of any resident or migratory fish or wildlife species, nor will it have adverse impacts on significant habitat areas or result in any other significant adverse impact to natural resources. The proposal involves the removal of 37 trees to make way for the training facility, parking area and driveways. A minimum of 37 trees will be planted within the park. Planting locations will be determined by County staff trained in the areas of horticulture and landscape architecture; and
5. The proposed action will allow physical improvements to the subject parcel and will not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the County; and

6. The proposed action will not create a material conflict with community plans or goals as officially approved or adopted; and
7. The proposed action will not cause a substantial change in the use of either the quantity or type of energy; and
8. The proposed action will not create a hazard to human health; and
9. The proposed action will not result in a substantial change in the use or intensity of land, including cultural or recreational resource, or its capacity to support existing uses. The non-exclusive and revocable license and proposed facility will allow for the continued use and enjoyment of the existing ice rink and create a opportunities for the public to access a professional hockey team through open practices, scrimmages, player signing, open houses and tours.
10. The proposed action will not result in a material demand for other actions that would result in any of the above consequences; and
11. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment; and
12. When considered cumulatively with other related actions, the proposed action will not have a significant effect on the environment or meet of the above criteria.

Accordingly, based on the aforementioned findings the Proposed Action provides a suitable balance of social, economic and environmental factors. The Nassau County Legislature therefore determines that the Proposed Action will not have an adverse impact on the environment and a Draft Environmental Impact Statement (DEIS) is not required with the issuance of this NEGATIVE DECLARATION.

SEQRA Negative Declaration

Christopher Ostuni, Esq. Maj. Counsel Nassau Co. Legislature

Name and Title of Responsible Officer in Lead Agency

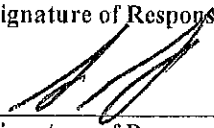
Peter Clines, Esq. Min. Counsel Nassau Co. Legislature

Name and Title of Responsible Officer in Lead Agency

Sean E. Salite, AICP, Planner Supervisor

Name and Title of Preparer

Signature of Responsible Officer

Signature of Responsible Officer

Signature of Preparer

For Further Information:

Contact Persons:

Christopher Ostuni
Majority Counsel
Nassau County LegislaturePeter Clines, Esq.
Minority Counsel
Nassau County Legislature

Address:

Nassau County Legislature
One West Street
Mineola, New York 11501

Telephone Number:

(516) 571-4321

For Unlisted Actions a copy must be filed with the lead agency (Nassau County Legislature)

Applicant: Nassau County

Other Involved Agencies: None

For Type I Actions and Conditioned Negative Declarations, a copy must be sent to:Environmental Notice Bulletin at: enb@gw.dec.state.ny.usENB, NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1750

County Executive, c/o County Clerk

NASSAU COUNTY PLANNING COMMISSION

DISPOSITION OF COUNTY-OWNED PROPERTY & SEQRA DETERMINATION

NCPC-OSPAC FILE NO: 12-2015

WHEREAS, pursuant to Nassau County Administrative Code Section 11-8.0, the NASSAU COUNTY PLANNING COMMISSION (the "COMMISSION") issues the following recommendation to the NASSAU COUNTY LEGISLATURE (the "LEGISLATURE") and the NASSAU COUNTY EXECUTIVE regarding the disposition of real property owned by Nassau County;

WHEREAS, the NASSAU COUNTY OFFICE OF THE COUNTY EXECUTIVE forwarded to the COMMISSION a proposal to enter into a Long-Term License with the New York Islanders Hockey Club L.P. for the following County-owned real property, more particularly described as:

NCPC-OSPAC FILE # 12-2015 Section 11 Block 499 Part of lot 106
480 W John Street, Cantiague Park, Hicksville, Town of Oyster
Bay, New York

WHEREAS, the COMMISSION forwarded to the NASSAU COUNTY OPEN SPACE AND PARKS ADVISORY COMMITTEE (OSPAC) the proposal to enter into a Long-Term License with the New York Islanders Hockey Club L.P. for the above-mentioned real property;

WHEREAS, the COMMISSION held a public hearing on July 6, 2015, in accordance with N.Y. Public Officers Law, notice of which was sent to each Nassau County Legislator, and Town of Oyster Bay Supervisor John Venditto, as well as to all surrounding property owners within a 150 ft. radius, with regard to this proposal;

WHEREAS, OSPAC passed a verbal resolution at its July 6, 2015 meeting to recommend approval of the proposal to enter into a Long-Term License with the New York Islanders Hockey Club L.P. for the property described in NCPC-OSPAC # 12-2015 without condition;

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the LEGISLATURE, the COMMISSION is required to review and advise on certain actions in accordance with the New York State Environmental Quality Review Act (SEQRA) and the COMMISSION has conducted such environmental review.

NOW THEREFORE BE IT RESOLVED that, based upon review of the environmental documents and supporting documentation, the COMMISSION recommends that the LEGISLATURE find that the proposed action regarding NCPC-OSPAC #12-2015 be classified as a Type I action and determine that it will not have a significant adverse impact on the environment; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE complete the review of the proposed action under SEQRA by classifying the action as Type I and issue a **NEGATIVE DECLARATION**; and be it further

RESOLVED, that the COMMISSION hereby recommends that the LEGISLATURE approve the Long-Term Use and Occupancy License the release of the subject property without condition;

The foregoing resolution was offered:

The resolution herein was, in accordance with all applicable law, duly considered, moved, and adopted by the following vote:

Jeffrey Greenfield, Chair	EXCUSED
Leonard Shapiro, Vice-Chair	EXCUSED
Jeffery Bass	AYE
James Bianco	AYE
Ronald J. Ellerbe	AYE
Neal Lewis	AYE
Donna Martini	AYE
Mary McCaffery	AYE

Commissioner Lewis declared the resolution duly adopted.

OSPAC 12-2015

Adopted: July 6, 2015

This resolution may be modified to allow for the correction of any mathematical, typographical and/or clerical errors subsequent to any approval and adoption of said resolution without the necessity for a vote to be taken by the Nassau County Planning Commission if said resolution is approved and adopted by the affirmative vote of a majority of said Nassau County Planning Commission.

**SATISH C. SOOD, DEPUTY COMMISSIONER
NASSAU COUNTY PLANNING COMMISSION**

State Environmental Quality Review Act (SEQRA)

FULL ENVIRONMENTAL ASSESSMENT FORM

Proposed Training Facility at the Cantiague Park Ice Arena

Cantiague Park, Hicksville, Town of Oyster Bay, N.Y.

Section 11, Block 499, Lot 106

July, 2015

FULL ENVIRONMENTAL ASSESSMENT FORM

Proposed Training Facility at the Cantiague Park Ice Arena

Prepared for:

Office of the County Executive
Theodore Roosevelt Legislative and
Executive Building
1550 Franklin Avenue
Mineola, NY 11501

For Submission to:

Nassau County Legislature
Theodore Roosevelt Legislative and
Executive Building
1550 Franklin Avenue
Mineola, NY 11501

Prepared by:

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

July, 2015

Table of Contents

I. Full Environmental Assessment Form

Part I

Part II

II. Attachments

Attachment A: Project Description

Attachment B: License Terms Sheet

Attachment C: Location Map

Attachment D: Site Layout Plan

Attachment E: Zoning Map

Attachment F: Land Use Map

Attachment G: Grading & Drainage Plan

Attachment H: NYSDEC Spill Incident Reports (Site Remediation Database)

Attachment I: Architectural Rendering (Exterior of Training Facility)

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Nassau County Ice Hockey Training Center at Cantiague Park		
Project Location (describe, and attach a general location map): 		
Brief Description of Proposed Action (include purpose or need): The subject application involves the development of a 36,139sf athletic training center adjacent to the existing indoor ice hockey arena at Cantiague County Park located in Hicksville, NY. The new facility, as well as a planned pro-shop would be included in long-term use and occupancy permit with the NY Islanders Professional Hockey Organization. See Attachment A for a complete project description.		
Name of Applicant/Sponsor: Nassau County Department of Public Works	Telephone: E-Mail: 	
Address: 1194 Prospect Avenue		
City/PO: Westbury	State: New York	Zip Code: 11590
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail: 	
Address: 		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail: 	
Address: 		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City Council, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Nassau County Legislature (MEP Engineering Contract and Use & Occ License Agreement)	July - September, 2015
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☒ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning

- a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

The site is zoned Light-Industry (LI) by the Town of Oyster Bay. The site is part of the larger Cantiague County Park which is also zoned LI. Proposed uses are permitted in the LI zoning district.

- b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

- c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

- a. In what school district is the project site located? Hicksville Public School District

- b. What police or other public protection forces serve the project site?

The site is protected by Nassau County Police Precinct 2 and Nassau County Parks & Recreation security staff.

- c. Which fire protection and emergency medical services serve the project site?

The site is served by the Hicksville Volunteer Fire Department and the Nassau County Police Department Ambulance Squad.

- d. What parks serve the project site?

The site is within the 115acre Cantiague County Park. The park serves all of Nassau County and includes amenities such as turf playing fields, swimming pools, 9-hole golf, tennis, basketball, batting cages and a driving range.

D. Project Details

D.1. Proposed and Potential Development

- a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Recreational

- b. a. Total acreage of the site of the proposed action? 1.33 acres
b. Total acreage to be physically disturbed? 1.33 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 127 acres

- c. Is the proposed action an expansion of an existing project or use? ☒ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 58 Units: square feet (building)

- d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

- e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 10 months

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase I (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes,	
i. Total number of structures <u>2</u>	
ii. Dimensions (in feet) of largest proposed structure: <u>35'</u> height; <u>116.75'</u> width; and <u>132.26'</u> length	
iii. Approximate extent of building space to be heated or cooled: <u>36,200</u> square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ 6,393* gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No
If Yes:

- Name of district or service area: Hicksville Water District
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No
- Do existing lines serve the project site? ☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☒ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ 6,393 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary wastewater from bathroom/locker rooms cafeteria fixtures, washer/dryer.

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: Cedar Creek Water Pollution Control Plant
- Name of district: NCDPW Hicksville Sanitary Collection District
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

<ul style="list-style-type: none"> Do existing sewer lines serve the project site? Will line extension within an existing district be necessary to serve the project? <p>If Yes:</p> <ul style="list-style-type: none"> Describe extensions or capacity expansions proposed to serve this project: _____ 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <ul style="list-style-type: none"> Applicant/sponsor for new district: _____ Date application submitted or anticipated: _____ What is the receiving water for the wastewater discharge? _____ 	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____ _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <ul style="list-style-type: none"> i. How much impervious surface will the project create in relation to total size of project parcel? <u>57,93</u> Square feet or <u>1.33</u> acres (impervious surface) <u>57,93</u> Square feet or <u>1.33</u> acres (parcel size) ii. Describe types of new point sources. <u>roof drains and parking lot/driveway impervious areas.</u> iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? <u>Roof drains and parking lot catch basins will capture stormwater runoff and convey it to an existing positive drain system running adjacent to the site. Stormwater will ultimate discharge into a recharge basin within the Park. See Attachment G: Grading & Drainage Plan.</u> 	
<ul style="list-style-type: none"> If to surface waters, identify receiving water bodies or wetlands: _____ Will stormwater runoff flow to adjacent properties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 	
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, identify: <ul style="list-style-type: none"> i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) 	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <ul style="list-style-type: none"> i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <input type="checkbox"/> Yes <input type="checkbox"/> No ii. In addition to emissions as calculated in the application, the project will generate: <ul style="list-style-type: none"> _____ Tons/year (short tons) of Carbon Dioxide (CO₂) _____ Tons/year (short tons) of Nitrous Oxide (N₂O) _____ Tons/year (short tons) of Perfluorocarbons (PFCs) _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☒ Morning ☐ Evening ☐ Weekend

☐ Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing 0 Proposed 50 Net increase/decrease 50*

iv. Does the proposed action include any shared use parking? ☒ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

A new paved and signed pathway will be constructed to provide access to the proposed facility from the existing parking lot to the southwest. The existing service/delivery path running within the project area will be realigned to the north and will continue to provide access to existing facilities within the park, including public access to the turf field entrance/doorway on the northeast side of the training facility.

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☒ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☒ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☒ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☒ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

Electric: 200,000kw/yr Gas: 24,000therms/yr

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

grid/utility

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐ Yes ☒ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 8am - 4pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: Typical: 7am - 5pm
- Saturday: Typical: 7am - 5pm
- Sunday: Typical: 7am - 5pm
- Holidays: Typical: 7am - 5pm

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?</p> <p>Describe: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>n.. Will the proposed action have outdoor lighting?</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p><u>Lighting is proposed in parking areas and pedestrian walkways for safety purposes. Lighting will use energy efficiency technologies and be directional to prevent unwarranted lighting impacts.</u></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?</p> <p>Describe: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day?</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>ii. Will the proposed action use Integrated Pest Management Practices?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☒ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): County Parkland

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.59ac	1.29ac	+.7ac
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>grassed/landscaped areas</u>	.74ac	.04ac	-.7ac

c. Is the project site presently used by members of the community for public recreation? ☒ Yes ☐ No
i. If Yes: explain: The project site is currently in an underutilized portion of Cantigue Park. An existing dilapidated playground will be relocated.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☒ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
If yes, provide DEC ID number(s): V00089, 130021, 130020, 130040, 130139
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____
See Attachment H: NYSDEC Spill Incident Reports (Site Remediation Database).

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
<ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ 													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ > 1,000 feet													
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Urban Land Ug</td> <td style="width: 20%; text-align: right;">9.3 %</td> </tr> <tr> <td>Urban land - Hempstead Complex</td> <td style="text-align: right;">90.7 %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> </table>		Urban Land Ug	9.3 %	Urban land - Hempstead Complex	90.7 %	_____	_____ %						
Urban Land Ug	9.3 %												
Urban land - Hempstead Complex	90.7 %												
_____	_____ %												
d. What is the average depth to the water table on the project site? Average: _____ 45 feet http://waterdata.usgs.gov/													
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><input checked="" type="checkbox"/> Well Drained:</td> <td style="width: 70%; text-align: right;">100 % of site</td> </tr> <tr> <td><input type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> Poorly Drained</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		<input checked="" type="checkbox"/> Well Drained:	100 % of site	<input type="checkbox"/> Moderately Well Drained:	_____ % of site	<input type="checkbox"/> Poorly Drained	_____ % of site						
<input checked="" type="checkbox"/> Well Drained:	100 % of site												
<input type="checkbox"/> Moderately Well Drained:	_____ % of site												
<input type="checkbox"/> Poorly Drained	_____ % of site												
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 70%; text-align: right;">100 % of site</td> </tr> <tr> <td><input type="checkbox"/> 10-15%:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		<input checked="" type="checkbox"/> 0-10%:	100 % of site	<input type="checkbox"/> 10-15%:	_____ % of site	<input type="checkbox"/> 15% or greater:	_____ % of site						
<input checked="" type="checkbox"/> 0-10%:	100 % of site												
<input type="checkbox"/> 10-15%:	_____ % of site												
<input type="checkbox"/> 15% or greater:	_____ % of site												
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name _____	Classification _____											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• Wetland No. (if regulated by DEC)	_____												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____													
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
j. Is the project site in the 100 year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
k. Is the project site in the 500 year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes:													
i. Name of aquifer: Sole Source Aquifer Names: Nassau-Suffolk SSA													

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>The subject property is currently improved with a driveway/walking path, curbing, playground and maintained lawn. It is not expected that wildlife species exist within the project boundaries. _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site: _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>	

☐ ☒

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: The project site is located within Cantlague County Park. i. Identify resource: The project site is located within Cantlague County Park. ii. Nature of or basis for designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): County parkland (active recreation - ballfields, batting cages, driving range, ice hockey arena, outdoor swimming pools, 9-hole golf course) iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

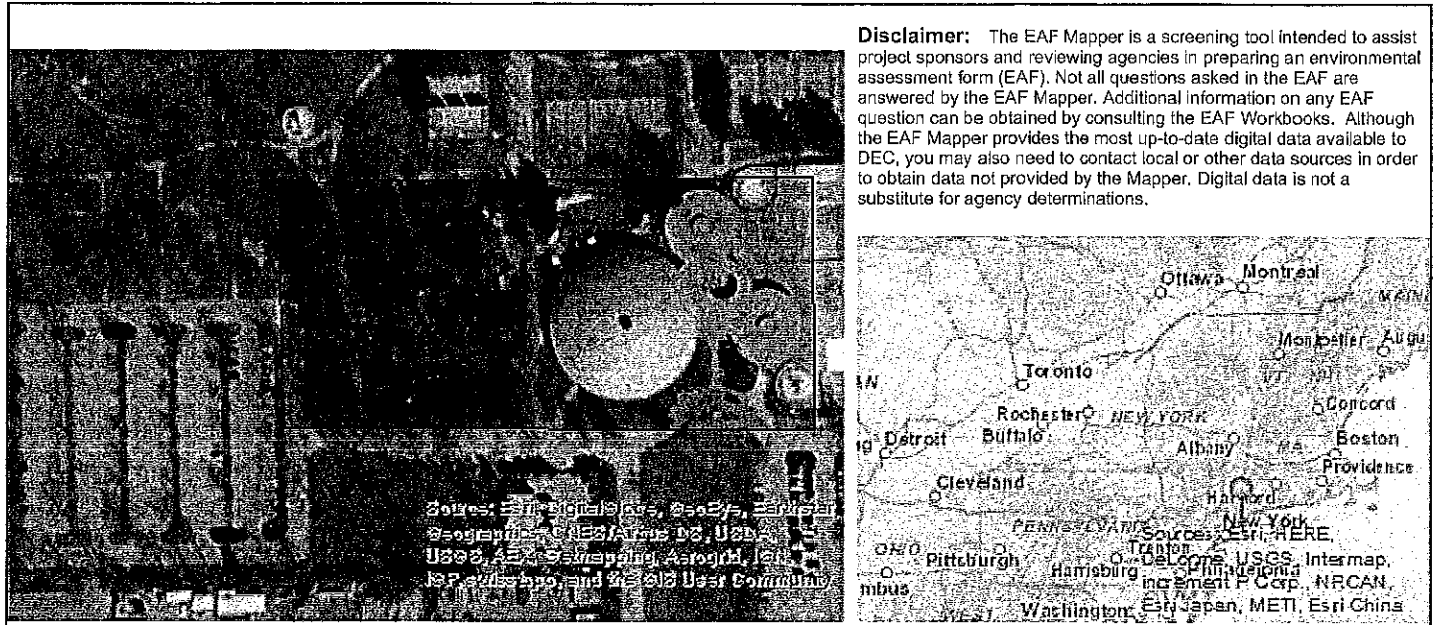
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name NASSAU County Dept of Public Works Date 7/6/15

Signature [Signature] Title Planner Supervisor

PRINT FORM

PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.1.i [Coastal or Waterfront Area]	No
B.1.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.ii [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	V00089, 130021, 130020, 130040, 130139
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Sole Source Aquifer Names: Nassau-Suffolk SSA
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only (If applicable)	
Project :	Training Facility at Catiague Park
Date :	July, 2015

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I: Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) If "Yes", answer questions a - h. If "No", move on to Section 5.			
	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) If "Yes", answer questions a - g. If "No", move on to Section 6.			
	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: The project involves the removal of 37 mature trees to make way for the training facility and parking area. A minimum of 37 trees will be planted throughout the par _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: <u>The design of the training facility will utilize colors and materials that will also be used in the arcade and ice rink lobby areas to provide a consistent look.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: The non-exclusive and revocable license and facility will allow for the use and enjoyment of the existing ice rink and create a opportunities for the public to (*)		<input type="checkbox"/>	<input checked="" type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

*(continued from 11.e) access a professional hockey team through open practices, scrimmages, player signing, open houses and tours.

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.
(See Part 1. D.2.j)

☐ NO☒ YES

If "Yes", answer questions a - g. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.
(See Part 1. D.2.k)

☐ NO☒ YES

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.
(See Part 1. D.2.m., n., and o.)

☐ NO☒ YES

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

☐ NO☒ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

☐ NO☒ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: Colors and facade materials for new facility will be carried through in rink expansion (arcade" and lobby renovations. _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Attachment A

Attachment A

Description of the Proposed Action

The subject application involves the development of a 36,139sf athletic training center adjacent to the existing indoor ice hockey arena at Cantiague County Park located in Hicksville, NY. The facility will be supported by a new 50 stall parking lot to be located directly to the west of the training center. Vehicular access will be from an existing parking lot to the southwest of the subject property. Public access to the new facility will be by way of a new sidewalk and access path connecting the n/e corner of the existing parking lot to the proposed doorway leading to the indoor turf field. In addition to the new training center, the existing arena will be expanded by 4,000sf to the south to accommodate an NHL regulation-sized hockey rink. No additional seating is proposed. Other ancillary improvements include a rehabilitated lobby area and a 1,271sf pro shop. The relocation of an existing playground on the subject property will accompany the proposed action. The playground will be disassembled and a new play area will be erected in an area north of the proposed access path. Patrons will be able to access the playground from the existing parking lot using the new sidewalk and realigned access path. Trees located within the subject property (37 trees) will be removed; 37 new trees will be planted within the limits of the Park. Replanting locations will be determined by County staff trained in the areas of horticulture and landscape architecture.

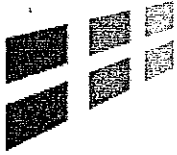
The proposed two-story training center will include gymnasium/turf field and training space, locker rooms, weight room, equipment storage located on the first floor (19,557sf), and administrative offices and storage space on the second floor (16,582sf). Those utilizing the training facility will be able to enter the arena through a new enclosed walkway connecting the two structures. Utilization of the facility will be subject to a proposed Use & Occupancy Agreement (see Attachment B – *License Term Sheet*) with the New York Islanders Professional Hockey Organization. The turf training fields within the proposed facility will be jointly utilized by the NY Islanders and the County (for public use). In addition, the NY Islanders will offer the public numerous public practices, scrimmages, player signing, open houses and tours, which will provide the public with significant access to a professional hockey team and the training facility.

Attachment B

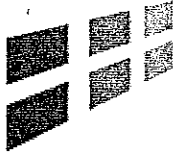
Summary of the License Agreement with the New York Islanders

June 8, 2015

Licensee:	New York Islanders Hockey Club L.P.
Licensor:	Nassau County
Term:	Ten (10) seasons, though July 31, 2025, with option to extend for two additional five (5) year periods upon mutually agreeable terms and conditions.
Premises:	The new building ("Facility") will include a reception area, locker room(s) and training room(s), offices, conference space and an interior turf field. The hockey rink ("Rink") will be expanded to National Hockey League ("NHL") dimensions and maintained to NHL standards. Licensee shall utilize the Premises as its primary training and practice facility. Licensee shall also operate a pro shop and team store ("Pro Shop") to complement the ice rink functions in which ice hockey equipment and paraphernalia will be available for sale to the public.
Facility Construction:	Nassau County to construct Facility pursuant to approved plans and specifications and will be built utilizing \$4.5 million from a litigation settlement. Licensee shall also contribute Licensee Construction Contribution as set forth below. Rink expansion and Pro Shop to be constructed at County's expense.
Licensee Construction Contribution:	Licensee to provide contribution not to exceed \$600,000 for Facility construction. Licensee to provide its own furniture, fixtures and equipment and is responsible for the cost thereof.
Guaranteed Annual Revenue:	Minimum Guaranteed Annual Revenue (Combination of Licensee Fees, Ice Rental, Pro Shop Revenue Share and Sponsorship Revenue): Year 1: \$200,000 Year 2: \$225,000 Years 3-10: \$250,000
License Fee:	Facility Base Fee: \$72,500 per year Pro Shop Base Fee: \$12,700 per year plus 5.5% of gross revenue Escalation: Beginning year four, 3% increase in Facility Base Fee and Pro Shop Base Fee per year. License Fee to be paid in equal monthly installments.



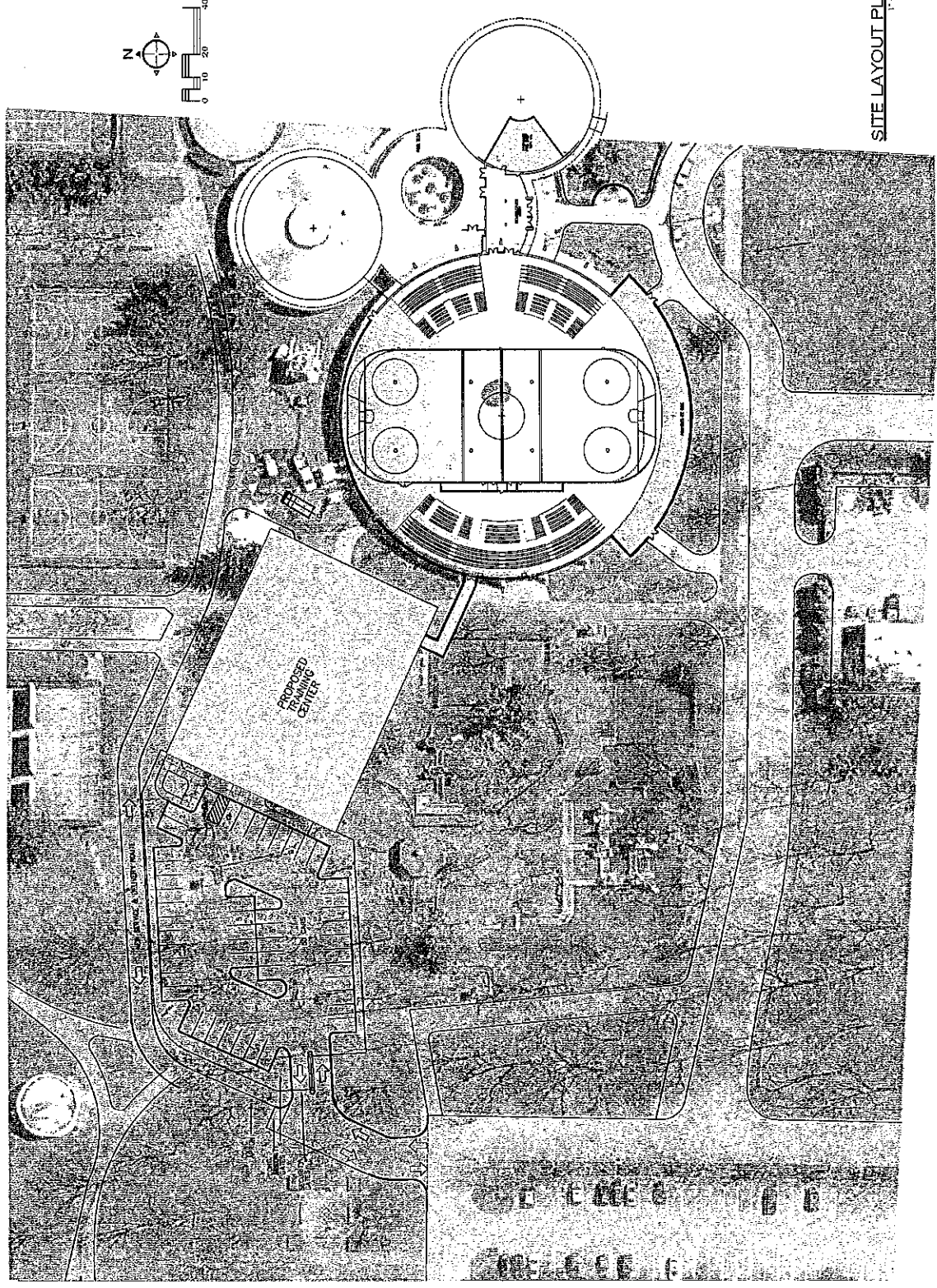
Construction Schedule:	<p>Rink expansion to be completed by August 15, 2015.</p> <p>First floor of Facility (including data room on second floor) and Pro Shop to be completed by December 30, 2015.</p> <p>Second floor of Facility to be completed by February 28, 2016.</p> <p>Penalty for failure to complete construction by each applicable deadline shall be \$1,000 per day until completion as credit against License Fee owed.</p>
Ice Rental Fees and Schedule:	<p>\$500.00 / hour (peak hours)</p> <p>\$300.00 / hour (off-peak hours)</p> <p>Peak hours – Weekdays: 6:00 PM – 11:59 PM, Weekends – all day</p> <p>Rink rental requests to be made no later than fifteen (15) days before the beginning of every month.</p> <p>Emergency rink rental upon 48 hours' notice. Parties shall work together to minimize emergency rentals.</p> <p>Rink rental fees to be paid monthly with License Fee.</p> <p>Licensee shall rent the Rink for a minimum of 200 hours per year.</p>
Sponsorship:	<p>Facility Naming Rights (facility) – 25/75 split of gross revenue (NC/NYI)</p> <p>Additional Advertising / Sponsorships (internal and external) – 20/80 split of gross revenue (NC/NYI), split increases to 40/60 (NC/NYI) on any sponsorship revenue over \$1.5 million in any given year.</p> <p>Licensee has right to sell advertising at Facility, Pro Shop and Rink (internal and external). Additional advertising in the Park subject to County approval.</p>
Signage:	<p>Licensee shall provide all naming rights and advertising signage, at their expense, subject to County approval. Any signage (whether or not located on the Premises) and press, promoting or identifying the Licensee's activities on the Premises, shall acknowledge the County's role in the ownership and operation of the Premises (e.g., "Nassau County's Cantiague Park" or "Cantiague Park in Nassau County").</p> <p>County shall provide, at their expense, proper identification signage, inside and outside the Park, for the Practice Facility and the Pro Shop.</p>
Turf Field:	<p>County and Licensee to share use of internal turf field. County may utilize field for public purpose. Licensee shall have priority use of turf field during hockey season.</p>
Public Practices:	<p>Five (5) open to the public practices per year.</p>
Scrimmages:	<p>Two (2) open to the public scrimmages (e.g., Blue / Orange Game, prospect).</p>
Player Signings:	<p>Three (3) free to the public signing events per year.</p>



County Termination:	County can terminate agreement at any time on 90 days' notice. If County exercises termination option, County reimburses Licensee for Licensee Facility Contribution plus unamortized portion of half of the litigation settlement amount.
Licensee Termination:	Licensee can terminate on 90 days' notice following 3 rd season (after June 2018). If agreement not terminated prior to June 30, 2019, Licensee is committed to the full term of the Agreement. If Licensee terminates, Licensee receives no reimbursement of Licensee Facility Contribution or any portion of litigation settlement amount.
Maintenance / Utilities:	Responsibility of Licensee for Facility and Pro Shop, except for the capital work done by the County. County maintains responsibility for Rink and all exterior spaces, including snow removal and maintenance of parking lots and Park landscaping.
Insurance:	Responsibility of Licensee. County to be named as Additional Insured.
Subleasing / Assignment:	Licensee shall not have the right to assign or to sublease any portion or the premises without prior written notice to, and receipt of written consent from, the County.

Attachment C

Attachment D



Attachment E

Cantiague Training Center - Zoning Map



Subject Property

ZONING

GB

I-B

LI

NB

New Cassel Urban Renewal Area

R-C

R1-10

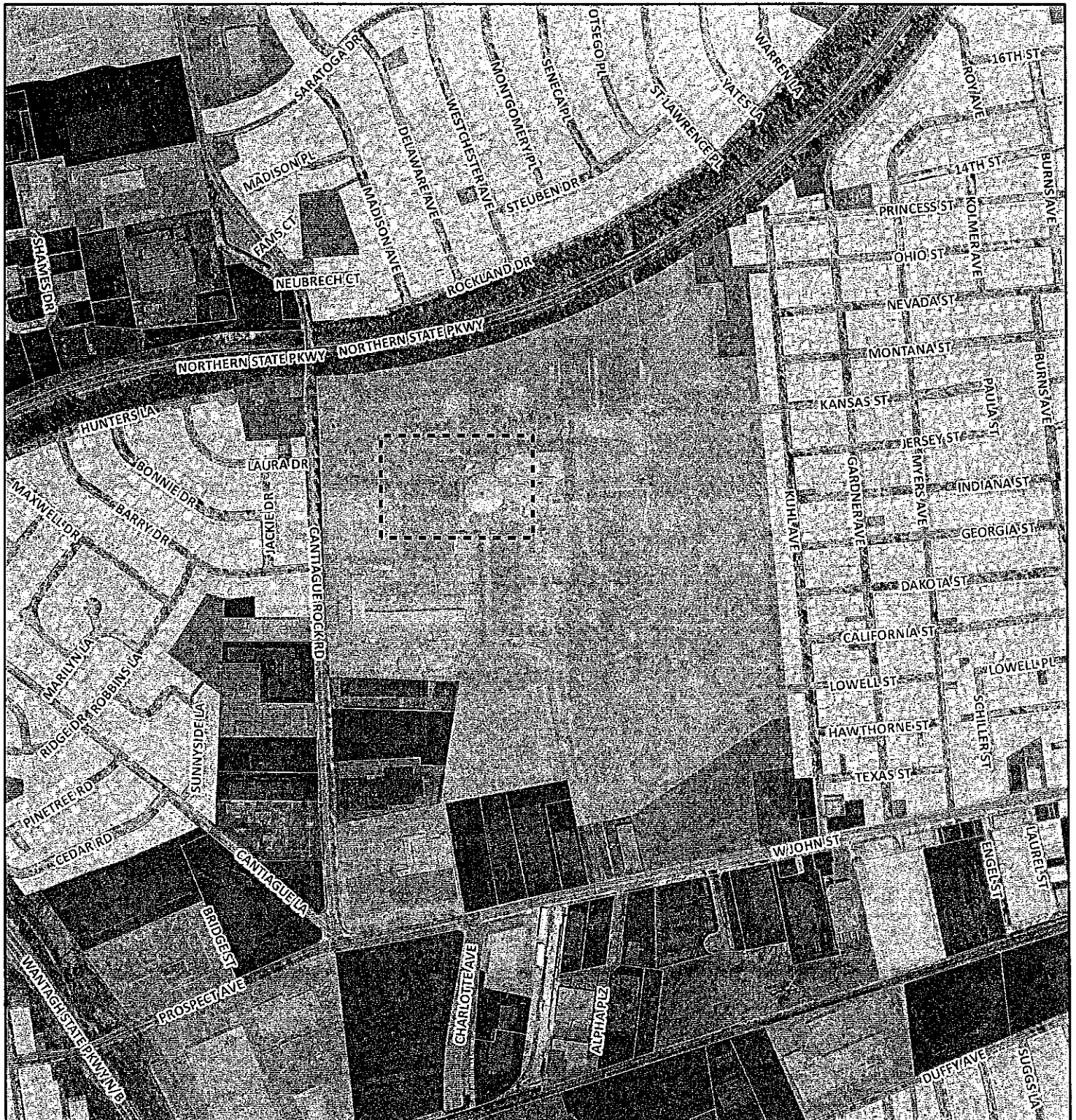
R1-6

R1-7



Attachment F

Cantiague Training Center - Land Use Map



 Subject Property

Land Use

 COMMERCIAL

 COMMUNITY SERVICES; PUBLIC SERVICES

 INDUSTRIAL

 RECREATION AND ENTERTAINMENT

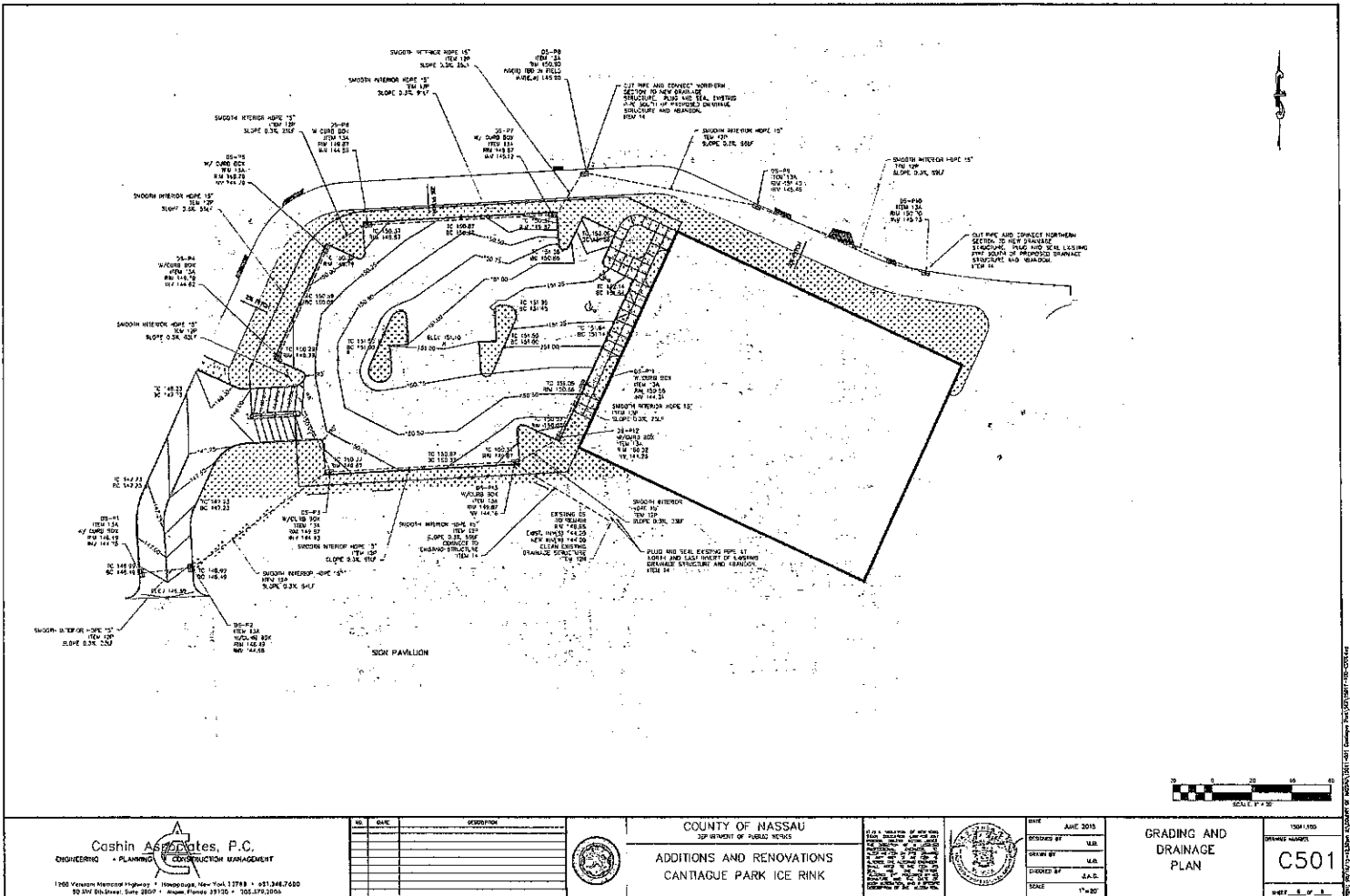
 RESIDENTIAL

 VACANT LAND

 PUBLIC PARKS



Attachment G



Attachment H



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: 70-140 Cantigue Rock Rd/Former: Sylvania
Site Code: V00089
Program: Voluntary Cleanup Program
Classification: A
EPA ID Number:

Location

DEC Region: 1
Address: 70-140 Cantigue Rock Rd.
City: Hicksville Zip: 11801-
County: NASSAU
Latitude: 40.76802597
Longitude: -73.54963824
Site Type: STRUCTURE LAGOON
Estimated Size: 2.54 Acres

Site Owner(s) and Operator(s)

Current Owner Name: GTEOSI for 70 Cantigue Rock Road
Current Owner(s) Address: One Verizon Way
Basking Ridge, NJ, 07920
Current Owner Name: GTEOSI for 140 Cantigue Rock Road
Current Owner(s) Address: One Verizon Way
Basking Ridge, NJ, 07920
Current Owner Name: Unknown for 100 Cantigue Rock Road
Current Owner(s) Address: 42 Hunt Drive
Jericho, NY, 11753

Hazardous Waste Disposal Period

Site Description

Location: The 70-140 Cantigue Rock Rd/Former Sylvania site is comprised of the three separate but contiguous parcels located at 70, 100, and 140 Cantigue Rock Road in the western portion of Hicksville. The southernmost parcel, located at 70 Cantigue Rock Road, is also listed as an Inactive Hazardous Waste Disposal Site as Site No. 130040 on the Registry. In 2014, additional investigation activities were conducted and work continues, under Site No. 130215, which is managed by USEPA. The site is located in suburban area of Nassau County, New York. The site lies along the east side of Cantigue Rock Rd and is approximately 100 yards north of West John Street from the intersection of West John Street and Cantigue Rock Road in Hicksville. Site Features: The main site features consist of three buildings, one on each of the three parcels, surrounded by paved and gravel areas. Current Zoning and Land Use: The site is presently zoned commercial and industrial. It is mostly vacant with a few offices in the 70 building. The surrounding parcels are generally industrial and commercial.

use. A school is located nearby to the west of Cantigue Rock Road. The nearest residential area is approximately 600 feet west of the site. Past Use of the Site: The Site has been used for a variety of commercial and industrial activities including the manufacture of nuclear fuel elements for research and electric power generation reactors. Operable Units: The site was divided into two operable units. An operable unit represents a portion of a remedial program for a site that for technical or administrative reasons can be addressed separately to investigate, eliminate or mitigate a release, threat of release or exposure pathway resulting from the site contamination. Operable Unit 1: On-Site soils Operable Unit 2: On-Site and Off-Site Groundwater Site Geology and Hydrogeology: The geology at the site generally consists of stratified sand and gravels. The depth to water is about 64 feet below the land surface. Groundwater generally flows in a southerly direction.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

Project Completion Dates

Contaminants of Concern (Including Materials Disposed)

Type of Waste	Quantity of Waste
nickel	UNKNOWN
uranium	UNKNOWN
tetrachloroethene (PCE)	UNKNOWN

Site Environmental Assessment

Nature and Extent of Contamination: For OU1: On-Site soils Numerous investigations have been conducted to determine the extent of on-site contamination. During 2003 through 2006, soils contaminated with uranium, thorium, tetrachloroethene, and/or nickel were excavated to depths up to 54 feet deep, resulting in approximately 58,000 cubic yards of waste. The generated waste was disposed off-site in Utah. Some on-site contamination remains at depth and under existing buildings. Soil Vapor and Indoor Air- Soil vapor contamination is present in shallow soils and under buildings over various portion of the site. For OU2: On-Site and Off-Site Groundwater Numerous investigations have been conducted to determine the extent of contamination in groundwater. Groundwater standards have been exceeded both on- and off-site. The primary contaminants of concern include tetrachloroethene, trichloroethene, and their breakdown products. Continuing investigations indicate a plume of groundwater contamination has migrated off-site and extends generally south beyond the property border. Significant Threat: This site presents a significant environmental threat because the dissolved plume is impacting a sole-source aquifer.

Site Health Assessment

Since some contaminated soils remain at the site below concrete or clean fill and the building at 100 Cantigue Rock Road, people will not come in contact with contaminated soils unless they dig below these materials. People are not drinking contaminated groundwater because the public water supply that serves the area is treated to remove contaminants before the

water is distributed to customers. Volatile organic compounds in the groundwater and/or soil may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Currently, there are no occupied buildings at the site, therefore, soil vapor intrusion does not represent a current concern. However, the potential exists for people to inhale site contaminants in indoor air due to soil vapor intrusion in any future on-site building development and/or current site building re-occupancy.

For more information: E-mail Us

[Refine This Search](#)



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Anchor Lith Kern Ko (Anchor Chem)
Site Code: 130021
Program: State Superfund Program
Classification: C
EPA ID Number:

Location

DEC Region: 1
Address: 500 West John Street
City: Hicksville Zip: 11801
County: NASSAU
Latitude: 40.76560181
Longitude: -73.54816851
Site Type: STRUCTURE
Estimated Size: 1.55 Acres

Site Owner(s) and Operator(s)

Current Owner Name: K.B. CO. 2 L.P. C/O SPIEGEL ASSOCIATES
Current Owner(s) Address: 375 N. BROADWAY
JERICHO, NY, 11753
Owner(s) during disposal: Kobar
Current On-Site Operator: ANCHOR CHEMICAL
Stated Operator(s) Address: 500 WEST JOHN STREET
HICKSVILLE, NY 11801

Site Document Repository

Name: HICKSVILLE PUBLIC LIBRARY
Address: 169 JERUSALEM AVENUE
HICKSVILLE, NY 11801

Hazardous Waste Disposal Period

From: 1964 To: 1985

Site Description

The Anchor Lith Kern Ko site is located at 500 West John Street in the Village of Hicksville, Town of Oyster Bay, Nassau County, New York. The main site feature is a 28,850 square foot, two story building, a small lawn area in the front, and a paved parking lot in the front and rear of the building. The site is presently active and is zoned for commercial use. The surrounding parcels are predominantly commercial/industrial but recreational areas are located to the north. The nearest residential area is approximately 1,200 feet to the east. Contamination at the site is attributed to the building's past use as a chemical blending and packaging operation. Chemicals utilized during operations included acetone, 1,1,1-trichloroethane (TCA), methylene chloride, 2-butoxyethanol, and isopropyl alcohol. There were several on-site dry

wells believed to have been impacted by site operations, as well as six underground storage tanks that failed tank tightness tests in the 1980's. A record of decision was issued for this site by the U.S. Environmental Protection Agency (EPA) on September 29, 1995. Additional investigations were conducted from 2008 to 2010 to evaluate off-site groundwater and soil vapor intrusion. All off-site groundwater concerns and soil vapor intrusion concerns have been adequately addressed and no further action is required. The local geology consists primarily of medium to fine sand with gravel and discontinuous clay layers. The Upper Glacial Aquifer is approximately 50 feet below ground surface and flows towards the south-southwest.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

[Project Completion Dates](#)

Contaminants of Concern (Including Materials Disposed)

Type of Waste	Quantity of Waste
lead	UNKNOWN
trichloroethene (TCE)	UNKNOWN
chromium	UNKNOWN
1,1,1-TCA	UNKNOWN

Site Environmental Assessment

Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were chlorinated organics (TCA) and metals (chromium and lead) within the soil and groundwater. The 17 underground storage tanks have been abandoned in place. The 7 aboveground storage tanks have been removed. The impacted soils within the dry wells were removed. The site does not present a significant threat to the environment.

Site Health Assessment

Direct contact with contaminants in soil is unlikely because contaminated soils were excavated and properly disposed off the site. People are not coming into contact with the contaminated groundwater because the area is served by a public water supply that is not affected by this contamination. Volatile organic compounds in the groundwater and/or soil may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of a building, is referred to as soil vapor intrusion. The potential for soil vapor intrusion to occur within the on-site building was evaluated and sampling indicated that soil vapor intrusion is not a concern for the building. In addition, sampling indicates soil vapor intrusion is not a concern for off-site buildings.

For more information: E-mail Us

[Refine This Search](#)



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: General Instruments Corp.
Site Code: 130020
Program: State Superfund Program
Classification: 02
EPA ID Number:

Location

DEC Region: 1
Address: 600 West John Street
City: Hicksville Zip: 11801
County: NASSAU
Latitude: 40.76549717
Longitude: -73.54987389
Site Type: STRUCTURE
Estimated Size: 11.5 Acres

Site Owner(s) and Operator(s)

Current Owner Name: GENERAL INSTRUMENTS CORPORATION
Current Owner(s) Address: 600 WEST JOHN ST.
HICKSVILLE, NY, 11802

Current Owner Name: Long Island Industrial
Current Owner(s) Address: 575 Underhill Boulevard - Suite 125
Syosset, NY, 11791

Owner(s) during disposal: GENERAL INSTRUMENTS CORPORATION
Current On-Site Operator: GENERAL INSTRUMENTS CORPORATION
Stated Operator(s) Address: 600 W. JOHN ST.
HICKSVILLE, NY 11802

Current On-Site Operator: General Instruments Corporation
Stated Operator(s) Address: 600 West John Street
Hicksville, NY 11801

Hazardous Waste Disposal Period

From: 1980 To: unknown

Site Description

Location: The General Instrument Site is located in an industrial and suburban portion of Nassau County, New York. The site occupies 11.5 acres at the northeast corner of the intersection of West John Street and Cantigue Rock Road in Hicksville. Site Features: The main site features include several large, abutting one- and two-story buildings surrounded by paved parking lot. Current Zoning and Land Use: The site is presently leased for commercial and light industrial uses including warehousing, distribution and manufacturing. The surrounding parcels are generally industrial and commercial use. A school is located nearby to the west of Cantigue Rock Road. The nearest residential area is about 400 feet northwest of

the site. Past Use of the Site: Prior uses of a variety of solvents and acids during the production of microelectronic components have led to site and groundwater contamination. The effluent from production was discharged into a waste lagoon and drywells. During 1985, the on-site waste lagoon area was partially remediated under the oversight of the Nassau County Dept. of Health. Liquid waste, sludge and shallow soils were removed from the lagoon. Operable Units: The site is divided into two operable units. An operable unit represents a portion of a remedial program for a site that for technical or administrative reasons can be addressed separately to investigate, eliminate or mitigate a release, threat of release or exposure pathway resulting from the site contamination. Operable Unit 1 (OU1) is on-site soils and source areas while OU2 consists of off-site groundwater. Additional investigation activities are being managed by USEPA under Site No. 130215. Site Geology and Hydrogeology: The geology at the site generally consists of stratified sand and gravels. The depth to water is about 60 feet below the land surface. The groundwater generally flows in a southerly direction.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

Project Completion Dates

Contaminants of Concern (Including Materials Disposed)

Type of Waste	Quantity of Waste
TETRACHLOROETHYLENE (PCE OR "PERC.")	UNKNOWN
XYLENE, DICHLOROBENZENE (FOO1) (FOO2)	UNKNOWN
TRICHLOROETHYLENE (TCE)	UNKNOWN
WASTE SOLVENTS, PHENOLS	UNKNOWN

Site Environmental Assessment

Nature and Extent of Contamination: Prior to Remediation For OU1; On-site Areas: Based upon investigations conducted to date, the primary contaminants of concern for OU1 included chlorinated and petroleum volatile organic compounds (VOCs), including tetrachloroethene, trichloroethene, 1,2-dichlorobenzene, ethylbenzene, xylene, vinyl chloride and other breakdown products. Soil- Contaminants of concern were present in the waste lagoon area soils and sludge, and in on-site soils in other areas, above standards and guidance values. Groundwater- On-site groundwater has been contaminated with chlorinated and petroleum volatile organic compounds (VOCs). The primary contaminants of concern include tetrachloroethene, trichloroethene, dichlorobenzene, ethylbenzene, xylene, vinyl chloride and other breakdown products. Groundwater standards have been exceeded. Continuing investigations indicate a plume of groundwater contamination has migrated off-site and extends generally south beyond the property border and beyond Old Country Road. Soil Vapor and Indoor Air- Soil vapor contamination was present in areas of shallow contaminated water and/or contaminated soil. On-site soil vapor contamination has been addressed during remediation by excavation and Soil Vapor Extraction (SVE). For OU2; Off-site areas Groundwater: The primary contaminants of concern for OU2 (off-site groundwater) include

chlorinated and petroleum volatile organic compounds (VOCs), including tetrachloroethene, trichloroethene, dichlorobenzene, ethylbenzene, xylene, vinyl chloride and other breakdown products. Groundwater standards have been exceeded. Significant Threat: This site presents a significant environmental threat because the dissolved plume is impacting a sole-source aquifer.

Site Health Assessment

Soil contamination is beneath buildings or pavement and dermal exposures are unlikely. Exposures to site-related contaminants in groundwater are not expected since the area is served by public water. Industrial and monitoring wells downgradient of the site are contaminated with volatile organic compounds (VOCs). The Hicksville Plant 5 supply wells one mile downgradient of the site treat raw water to remove low levels of VOC contamination. The water is monitored routinely to verify compliance with New York State drinking water standards. Recent monitoring near an outpost well detected part per million levels of VOCs in groundwater near the Plant 5 supply wells. Increasing VOC contaminant levels in the Plant 5 raw water are prompting the upgrade of the current treatment system to handle the impending plume. This Record Modified by TEB04 on 3/31/2010.

[Refine This Search](#)

For more information: E-mail Us



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Air Techniques, Inc. (Old Sylvania Site)
Site Code: 130040
Program: State Superfund Program
Classification: 04
EPA ID Number:

Location

DEC Region: 1
Address: 70 Cantigue Rock Road
City: Hicksville Zip: 11801
County: NASSAU
Latitude: 40.76699673
Longitude: -73.54877495
Site Type: DUMP STRUCTURE
Estimated Size: 5 Acres

Site Owner(s) and Operator(s)

Current Owner Name: A&T Realty Company
Current Owner(s) Address: 70 Cantigue Rock Road
Hicksville, NY, 11801
Owner(s) during disposal: unknown
Current On-Site Operator: Air Techniques, Inc.
Stated Operator(s) Address: 70 Cantigue Rock Road
Hicksville, NY 11801

Hazardous Waste Disposal Period

From: 1979 To: unknown

Site Description

Location: The Air Techniques (Old Sylvania) site is located in a suburban area of Nassau County. The site is located along Cantigue Rock Road just north of West John Street in Hicksville. Site Features: The site is comprised of three properties with the addresses of 70, 100 & 140 Cantigue Rock Road. Each property contains one large building with mostly paved areas surrounding each. Current Zoning: The site is currently inactive and the properties are zoned industrial. The surrounding parcels are currently a combination of industrial, commercial, municipal, community, recreational, school and residential. The nearest residential area is 600 ft to the west. Past Use of the Site: 70 Cantigue Rock Road parcel was occupied by a manufacturer of dental equipment from 1979 to 2006. During that period, buried drums containing waste chlorinated solvents consisting primarily of tetrachloroethene were discovered in 1986 and were removed in 1987. After some additional investigation activities conducted between 1982 and 1994, additional parcels north and upgradient of 70 Cantigue Rock Road were evaluated. It was discovered that the 70, 100, and 140 Cantigue Rock Road

parcels had all been used for the production of uranium and thorium fuel elements in the 1950s and 1980s by Sylvania. Portions of this nuclear fuel work was done for the US government under federal contract. Uranium, thorium, tetrachloroethene, and nickel present in the processing waste had been discharged to recharge basins and leaching pools. The site entered the Voluntary Cleanup Program in April 1999 and was assigned Site No. V00089. In 2014, additional investigation activities were conducted and work continues to be managed under Site No. 130215 which is managed by USEPA, Site Geology and Hydrogeology: Groundwater is located about 60 feet below grade and flows in a southerly direction. The area soils are mainly sands with varying layers consisting of silt, sands and gravel.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

Project Completion Dates

Contaminants of Concern (Including Materials Disposed)

Type of Waste	Quantity of Waste
TETRACHLOROETHYLENE (F001-F002)	UNKNOWN
TRICHLOROETHYLENE (F001-F002)	UNKNOWN

Site Environmental Assessment

Nature and Extent of Contamination: On-Site Soils Numerous Investigations have been conducted to determine the extent of On-Site contamination. During 2003 through 2005, soils contaminated with uranium, thorium, tetrachloroethene, and/or nickel were excavated to depths up to 54 feet deep resulting in about 58,000 cubic yards of waste. The generated waste was disposed off-site in Utah. Some On-Site contamination remains at depth and under existing buildings. Soil Vapor and Indoor Air Soil vapor contamination is present in shallow soils and under buildings over various portion of the site. Groundwater: On-Site and Off-Site Numerous investigations have been conducted to determine the extent of contamination in groundwater. Groundwater standards have been exceeded both on- and off-site. The primary contaminants of concern include tetrachloroethene, trichloroethene, and their breakdown products. Continuing investigations indicate a plume of groundwater contamination has migrated off-site and extends south beyond Old Country Road. Significant Threat: This site presents a significant environmental threat because the dissolved plume is impacting a sole-source aquifer.

Site Health Assessment

Since some contaminated soils remain at the site below concrete or clean fill, people will not come in contact with contaminated soils unless they dig below the surface materials. People are not drinking contaminated groundwater because the public water supply that serves the area is treated to remove contaminants before the water is distributed to customers. Volatile organic compounds in the groundwater and/or soil may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into

the indoor air of buildings, is referred to as soil vapor intrusion. Currently, there are no occupied buildings at the site, therefore, soil vapor intrusion does not represent a current concern. However, the potential exists for people to inhale site contaminants in indoor air due to soil vapor intrusion in any future on-site building development and /or current site building re-occupancy.

For more information: E-mail Us

[Refine This Search](#)



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Brinkmann Instruments Inc.
Site Code: 130139
Program: State Superfund Program
Classification: N *
EPA ID Number:

Location

DEC Region: 1
Address: One Cantioque Rock Road, P.O. Box 1019
City: Westbury Zip: 11590
County: NASSAU
Latitude: 40.765658276
Longitude: -73.550743147
Site Type:
Estimated Size: 10 Acres

Site Owner(s) and Operator(s)

Current Owner Name: BRINKMAN INSTRUMENTS, INC.
Current Owner(s) Address: ONE CANTIOQUE ROCK ROAD, P.O.B. 1019
WESTBURY, NY, 11590-0207

Site Description

The Brinkmann Instruments facility has served mostly as a warehouse and distribution center for imported and domestic laboratory equipment and lab ware. There was a minor component of the Brinkmann Instruments facility that repackaged and dispensed various bulk chemicals in the manufacture of analytical test kits. This manufacturing operation ceased in the early 1980's. The sanitary lines of the Brinkmann Instruments facility were originally connected to a septic system located in the front of the facility. The connection to the septic system was terminated in the early 1980's when the building was connected to the Nassau County sanitary sewer system. The abandoned septic system is the primary focus of this site characterization. This site was identified as a hazardous substance waste disposal site and assigned the ID number HS1003. The Building owner has acknowledged the presence of the abandoned septic system. Also, the owner had installed an upgradient groundwater monitoring well was installed by the property owner on the north side of the property. The DEC will be conducted a site characterization in order to determine if there is a significant threat posed by the disposal activities at the Brinkmann facility. The owner agreed to install a vapor venting system by the former source area to prevent any potential exposures and address the vapors found in the soil. This site not considered an inactive hazardous waste site

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

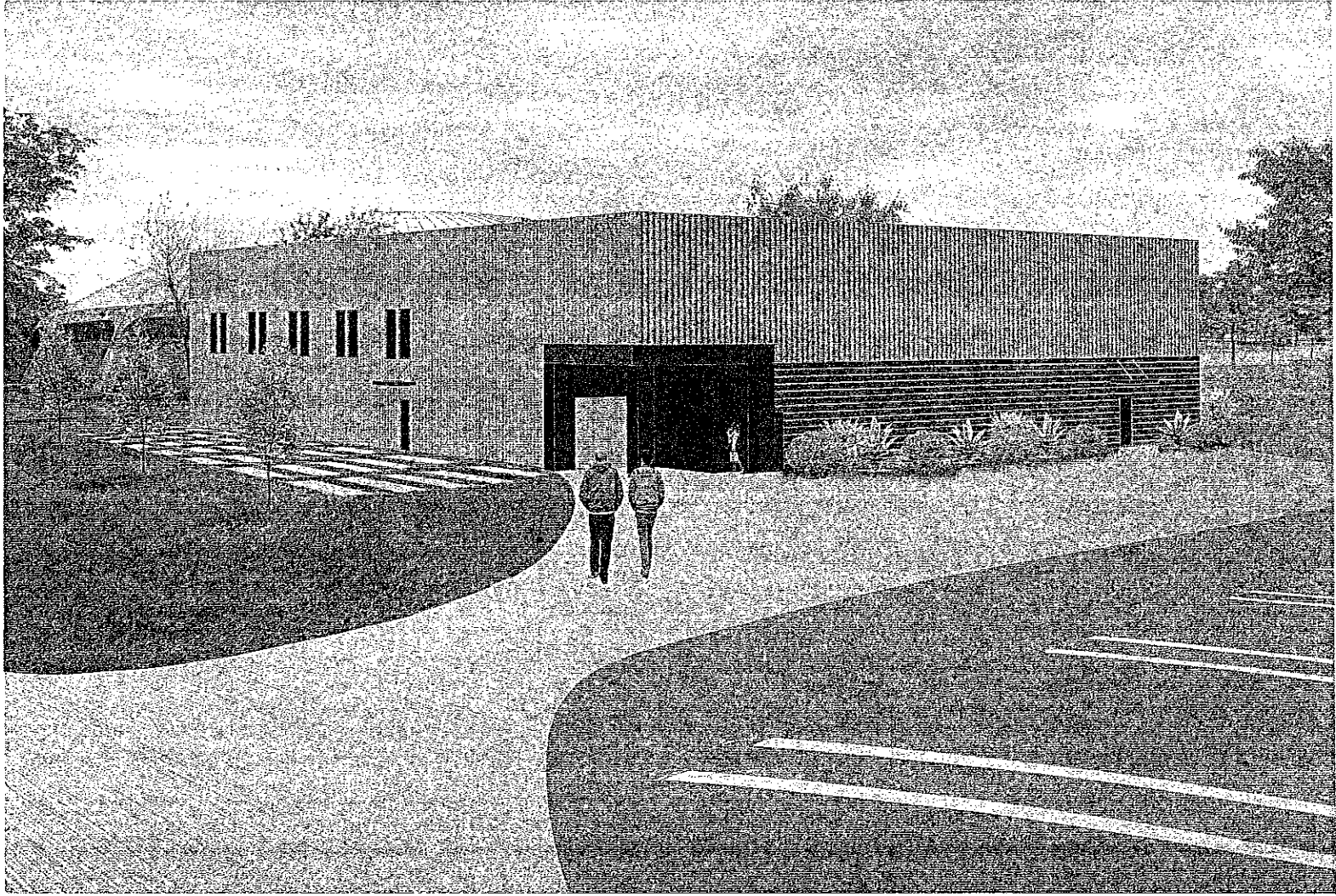
[Project Completion Dates](#)

* Class N Sites: "DEC offers this information with the caution that the amount of information provided for Class N sites is highly variable, not necessarily based on any DEC investigation, sometimes of unknown origin, and sometimes is many years old. Due to the preliminary nature of this information, significant conclusions or decisions should not be based solely upon this summary."

[For more Information. E-mail Us](#)

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Attachment I
(View looking S/E)





Staff Summary

Subject Resolution – New York Islanders License Agreement
Department County Executive
Department Head Name Edward P. Mangano
Department Head Signature
Date

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
6/5/15 <i>EM</i>	County Executive or Deputy		Director of Legislative Affairs
	Budget	6/5/15 <i>EM</i>	Counsel to County Executive

Narrative

Purpose:

The purpose of this resolution is to enter into a license agreement with the New York Islanders to practice at Citi Field.

Discussion/Procedure:

Nassau County has been home to the New York Islanders since its inception 43 years ago. This license agreement will allow for the tradition to continue with Citi Field becoming the New York Islanders Practice Facility as well as continuing to being open to the public.

The Islanders will invest \$5.1 million (\$4.5 million settlement and additional \$600,000 Islander investment) and Nassau County taxpayers will share in revenue derived from license fees, ice rentals and sponsorship with a minimum of \$200,000 per year escalating to \$250,000 through the ten year license agreement which contains two (5) year options.

In addition the Islanders will have the following:

- (5) open to the public practices
- (2) open to the public scrimmages
- (3) public player signing events

Recommendation:

Approve as submitted.

2015 JUN 18 P 3:14

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

RULES RESOLUTION NO. – 2015

A RESOLUTION MAKING CERTAIN DETERMINATIONS
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW
ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE
A PERMIT AGREEMENT WITH NEW YORK ISLANDERS HOCKEY
CLUB, L.P..

WHEREAS, the County has negotiated a use and occupancy permit agreement with New York Islanders Hockey Club, L.P. in relation to the use and occupancy of certain land and facilities at Cantiague Park in Hicksville, New York, for the purpose of construction, development, operation and maintenance of a Facility adjacent to the existing ice rink;

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action, namely the grant of the use and occupancy permit to use the Premises, and recommends that the action be identified as a “Type I” action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), and has further reviewed the Environmental Assessment Form (“EAF”) for the proposed action and recommends that the Legislature upon its review of the (“EAF”) and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Legislature conclude that no further environmental review or action is required on such proposed action.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said use and occupancy permit agreement with New York Islanders Hockey Club, L.P.;

RESOLVED, that it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed grant of the use and occupancy permit for the Premises, has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached Determination of Non-Significance.

APPENDIX "A"

NASSAU COUNTY PLANNING COMMISSION RESOLUTION

PERMIT FOR USE AND OCCUPANCY OF COUNTY-OWNED PROPERTY

between

NEW YORK ISLANDERS HOCKEY CLUB, L.P.

and

COUNTY OF NASSAU

Premises:

Buildings on land adjacent to and including the ice rink in Cantiague Park

Hicksville

Town of Oyster Bay

County of Nassau

State of New York

This **PERMIT AGREEMENT** (this "Agreement") made as of the date this Agreement is executed by the County Executive (the "Effective Date"), between the **COUNTY OF NASSAU**, a municipal corporation having its principal office at One West Street, Mineola, NY 11501 (the "County") acting by and through the Department of Parks, Recreation and Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks"), and the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and **NEW YORK ISLANDERS HOCKEY CLUB, L.P.**, a New York limited partnership, having an office at 1600 Old Country Road, Plainview, New York 11803 (referred to herein as "Licensee").

WHEREAS, the County owns, controls and maintains underutilized portions of parkland located adjacent to the ice rink facility in Cantiague Park in Hicksville, New York which provides public recreational opportunities for the residents of Nassau County, as generally depicted on the Site Map of Cantiague Park attached hereto as Appendix "A" and made a part hereof;

WHEREAS, the County desires to construct a building (the "Facility") on a portion of the land in Cantiague Park adjacent to the existing ice rink together with ancillary dedicated secure parking, to construct and develop a pro shop to complement the ice rink functions in which ice hockey equipment and paraphernalia will be available for sale to the public (the "Pro Shop" and together with the Facility, the "Facilities"), and desires to renovate the existing indoor public recreation ice rink facility at Cantiague Park to National Hockey League ("NHL") dimensions and to maintain it to NHL standards (the "Rink"), which shall enhance the ability of the County to accommodate a wide range of sports, recreation, exhibition, wellness, public interests and community events, consistent with the interests of the surrounding communities and for the public recreational benefit of all County residents (such portion of land shown as the area on the Site Map and, together with the Facility to be constructed thereon, the Rink and the Pro Shop, referred to herein as the "Premises");

WHEREAS, pursuant to that certain Development Plan Agreement dated January 5, 2007 between the County and Lighthouse Development Group, LLC ("Lighthouse"), Lighthouse paid the County a total of Four Million Five Hundred Thousand Dollars (\$4,500,000) in connection with their proposed redevelopment and revitalization of the Nassau Veterans Memorial Coliseum and the surrounding area (the "Option Payments");

WHEREAS, a dispute has arisen between the County and Lighthouse wherein Lighthouse alleges a right to seek reimbursement from the County for expenses incurred pursuant to that certain Development Plan Agreement up to the amount of the Option Payments;

WHEREAS, pursuant to that certain settlement agreement dated _____, 2015 (the "Settlement Agreement") the County and Lighthouse have agreed to resolve the dispute between the parties with Lighthouse releasing any claim to seek reimbursement from the County for expenses incurred up to the amount of the Option Payments, in exchange for the right of the Licensee to enter into this Agreement and for the County to utilize the Option Payments to pay for a portion of the construction of the Facility, which shall be consistent with recreational

purposes for which Cantiague Park was acquired, subject to the terms and conditions contained herein;

WHEREAS, the Licensee has applied to the County for permission to use and occupy the Facilities for the primary purpose of hockey operations of the New York Islanders, a franchise of the NHL, including as an indoor training and practice facility with locker rooms, weight rooms, training rooms, storage space, conference space and ancillary office space;

WHEREAS, in connection with such use, the County and Licensee are desirous of entering into a public-private partnership to improve and enhance the recreational offerings at Cantiague Park, to maintain a County connection with the New York Islanders and to continue to offer the residents of the County a connection to, and interaction with, a professional sports franchise;

WHEREAS, the use and occupancy of the Premises, according to the limitations and restrictions described herein, and agreed to by the Licensee, will not interfere with the use of the Premises or Cantiague Park by the public or by the agents, servants and/or employees of the County; and

WHEREAS, the Licensee is willing to abide by and carry out the conditions of this Agreement which shall not be considered a lease, but merely a license, revocable at will on notice as provided herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

I. DEFINITIONS

1.1 As used throughout this Agreement, the following terms shall have the meanings set forth below:

-
- (a) "Capital Improvements" shall mean all construction, reconstruction or renovation of the Premises necessary to implement the capital improvements as may be agreed upon by the parties, including construction of the Facility, Rink and Pro Shop as more particularly described in Article XVIII and Appendix "B" herein. Capital Improvements also include installation of "Fixed Equipment", as that term is defined in this Section, which the Licensee installs or causes to be installed on the Premises, and alterations Licensee may make to the Premises, subject to the prior written approval of the County. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Facilities.
 - (b) "Comptroller" shall mean the Comptroller of the County of Nassau.

- (c) "Commissioner" shall mean the Commissioner of the Department of Parks, Recreation and Museums.
- (d) "Contract Year" shall refer to the period between August 1 in any calendar year and ending on July 31 of the next year; *provided, however*, that the first Contract Year shall commence on the Term Commencement Date and shall end on July 31, 2016, and the second Contract Year shall commence on August 1, 2016. Any computation or payment made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than three hundred sixty-five (365) days.
- (e) "County" shall mean the County of Nassau, its departments and political subdivisions.
- (f) "Department" shall mean the Nassau County Department of Public Works.
- (g) "Effective Date" shall mean the date this Agreement becomes effective which shall be the date it is executed by the County Executive of Nassau County.
- (h) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (i) "Fixed Equipment" shall mean any property affixed in any way to the Premises, whether or not removal of said equipment would damage the Premises.
 - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to Premises subsequent to the date of execution of this Agreement.
 - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (j) "Gross Receipts" shall include, without limitation, the following:
 - (i) all funds received by Licensee, including the value of any in-kind services received, without deduction or set off of any kind, from all revenue-producing activities of the Pro Shop and directly related to and derived from the Licensee's operation of the Pro Shop at the Premises (including without limitation any and all fees charged by the Licensee), provided that Gross Receipts shall exclude: the amount of any federal, state or local sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by the Licensee as against its revenues.
 - (ii) all Pro Shop sales and other sums received by Licensee (adjusted for returns) from the operation of the Pro Shop pursuant to this Agreement shall be included in Gross Receipts.
- (k) "Parks" shall mean the Nassau County Department of Parks, Recreation & Museums.
- (l) "Premises" shall mean the area on Appendix "A" so designated and any buildings, structures and improvements contained thereon or constructed thereon.
- (m) "Special Event Permit" shall mean a permit given by the County to any third party to conduct an event on the Premises.

- (n) "Substantially Completed" or "Substantial Completion" shall mean completion of work as defined in Appendix "B".
- (o) "Term" shall mean the term of this Agreement as defined in Section 3.1 herein.

II. RIGHT TO OPERATE/GRANT OF AGREEMENT

- 2.1 The County does hereby grant to the Licensee the non-exclusive right, privilege and license to use, occupy, maintain and manage the Facility; to use, occupy, operate, maintain and manage the Pro Shop; to use and occupy ancillary dedicated secured parking; and to use the Rink, subject to and in accordance with the provisions set forth in this Agreement. The Licensee agrees to utilize the Premises as its primary practice facility. Notwithstanding the foregoing and except as otherwise provided for in this Agreement, the Licensee shall also have the non-exclusive right to generate Sponsorship Revenue (hereinafter defined) in or on the Facility, Pro Shop and Rink, and the non-exclusive right to generate Sponsorship Revenue in other areas of Catiague Park, subject to prior written approval by the County. The County shall continue to occupy, operate, maintain and manage the Rink and to maintain the ancillary dedicated secured parking. It is expressly understood and agreed that no real property is leased to the Licensee as a result of this Agreement and that no landlord-tenant relationship exists between the County and the Licensee. The Premises shall be restricted to the areas depicted in Appendix "A", and the Licensee shall have no rights beyond the delineated area of the Premises, except as provided specifically herein.
- 2.2 The County shall obtain and maintain any and all necessary approvals and permits required by federal, state and County laws, rules, regulations and orders, including without limitation State Environmental Quality Review Act ("SEQRA") approval, which are or may become necessary for the County to construct the Facilities and perform the Rink renovation. The Licensee shall obtain and maintain any and all necessary approvals and permits required by federal, state and County laws, rules, regulations and orders, which are or may become necessary for the Licensee to lawfully use, occupy, operate and perform capital improvements for Licensee alterations, as applicable, to the Premises in accordance with the terms of the Agreement. Whenever any act, consent, approval or permission is required of the County, Parks or the Department under this Agreement, the same shall be valid only if it is in writing and signed by a duly authorized representative of the County.
- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to the Licensee, but that during the Term of this Agreement, the Licensee shall have the use of the Premises only so long as the Licensee is in compliance with the material terms and conditions in this Agreement as reasonably determined by the County and this Agreement has not been terminated

pursuant to the terms herein. None of the rights herein granted to the Licensee are, nor shall they be construed as, a lease, easement, or other interest in land.

- 2.4 The Licensee shall provide, at all reasonable times and upon reasonable advance written notice, free access to the Facilities to the Department, Parks or their representatives and to other County, state or federal officials having jurisdiction, for inspection purposes.
- 2.5 The rights and privileges set forth herein are granted subject to all requisite approvals, including, if required, review and approval by the Nassau County Planning Commission, as well as the County Legislature.
- 2.6 The County agrees that it will not compete with any items sold or allowed to be sold in the Pro Shop or allow a third party to operate a similar business or otherwise compete with the Pro Shop anywhere within Cantiague Park, except as otherwise provided herein.

III. TERM OF AGREEMENT

- 3.1 (a) The term of this Agreement (the "Term") shall commence on the date (the "Term Commencement Date") on which the County has Substantially Completed the construction of the Facility and renovation of the Rink, unless sooner terminated by revocation or as otherwise provided herein or extended by the mutual agreement of the parties. The Term of this Agreement shall expire on July 31st, 2025 (hereinafter the "Agreement Expiration Date"), unless extended or terminated earlier as herein provided.

(b) The parties will have the option of renewing this Agreement for two (2) additional five (5) year terms on mutually agreeable terms and conditions, subject to a written amendment signed by the County Executive, provided that the Licensee delivers written notice of its desire to exercise the renewal option to the County at least twelve (12) months prior to the Agreement Expiration Date (and, if applicable, at least twelve (12) months prior to the expiration of the first renewal term to extend to a second renewal term) and, at such time as the Licensee delivers notice of its desire to extend the Term: (i) this Agreement is in full force and effect, (ii) the Licensee is not in default of any of the terms, covenants or conditions of this Agreement after expiration of applicable notice and cure provisions as set forth in this Agreement, and (iii) the Licensee is in possession of the Facilities (subject to all sublicenses and third-party occupancy rights permitted pursuant to this Agreement). If the parties shall validly exercise the extension option, this Agreement so extended shall be on mutually agreeable terms, conditions and covenants.
- 3.2 (a) Notwithstanding any language contained herein, this Agreement, including without limitation the license granted herein, is terminable and

revocable at will by the County in its sole and absolute discretion, at any time. Unless such termination is due to a default by Licensee, such termination shall be effective ninety (90) days after written notice is sent to the Licensee. If such termination is due to a default by Licensee beyond any applicable notice and cure period, such termination shall be effective one (1) day after written notice is sent to Licensee. Except as otherwise stated in this Agreement, the Department, Parks, the County, and their employees and agents shall not be liable for damages to the Licensee in the event that the Agreement is terminated by the Department or Parks as provided for herein except as provided for herein. In the event such notice is not given, this Agreement shall terminate as described in Section 3.1 of this Agreement.

(b) The Licensee shall be permitted a one-time option to terminate this Agreement effective during the period from July 1, 2018 to June 30, 2019. Written notice of such termination shall be given to the County not less than ninety (90) days prior to the effective date of such notice. The Licensee, its employees and agents shall not be liable for damages to the County in the event that this Agreement is terminated by the Licensee as provided for herein except as provided for herein.

3.3 (a) Should the Licensee breach or fail to comply with any of the material provisions of this Agreement, any federal, state or local law, rule, regulation or order affecting this Agreement or the Premises with regard to any and all matters, and with the exception for any capital expenditures, the County may in writing order the Licensee to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that the Licensee fails to comply with such written notice within thirty (30) days from the mailing thereof, or fails to promptly and diligently commence and pursue compliance within that time subject to unavoidable delays beyond the reasonable control of the Licensee (which shall be determined at the reasonable discretion of the County), then this Agreement shall terminate at the County's option. If said breach or failure to comply is corrected, and two (2) repeated violations of the same type of breach or failure to comply follows within eighteen (18) months thereafter and such failure is not cured within the thirty (30) day written notice provision provided herein, the County, by notice in writing, may revoke and terminate this Agreement, such revocation and termination to be immediately effective on the mailing thereof.

(b) The following shall constitute events of default for which this Agreement may be terminated on fifteen (15) days' notice: (i) appointment of any receiver of the Licensee's assets; (ii) the making of a general assignment for the benefit of creditors without the prior written consent of the County; (iii) the occurrence of any act which operates to deprive the Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of this Agreement; (iv) the levy of any attachment or execution which substantially interferes with the Licensee's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty

(60) days; (v) should the Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; or (vi) should any principal of the Licensee be convicted of a crime involving moral turpitude.

Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which the County may terminate this Agreement.

(c) In the event the County terminates this Agreement due to a default by Licensee beyond any applicable cure or remedy periods or Licensee terminates this Agreement pursuant to Section 3.2(b), the Licensee shall forfeit the full amount of the Licensee Facility Contribution (as hereinafter defined).

- 3.4 Upon expiration or sooner termination of this Agreement by the County, all rights of the Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the County, Parks or the Department.
- 3.5 The Licensee shall, on or prior to the expiration or sooner termination of this Agreement, remove all of its property from the Premises. The Licensee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this Agreement is intended by the Licensee to be abandoned. The Licensee shall remain liable to the County for any damages, except lost revenues and including the cost of removal or disposal of property, should the Licensee fail to remove all possessions from the Premises on or before the expiration or termination date.

IV. LICENSE FEES; GROSS RECEIPTS; ICE RENTAL FEES;
GUARANTEED ANNUAL COUNTY REVENUE; ACCOUNTING
PROCEDURES & RECORDS

- 4.1 The Licensee shall pay the County license fees for each Contract Year of this Agreement, including any renewal periods, consisting of: (i) a base fee on the Facility ("Facility Base Fee"), (ii) a base fee on the Pro Shop ("Pro Shop Base Fee" and collectively with the Facility Base Fee, the "Base Fee"), and (iii) a percentage of Gross Receipts derived from the operation of the Pro Shop ("Gross Receipts Percentage Fee") as further provided in Section 4.2 of this Agreement. Commencing on the Term Commencement Date, the Licensee shall commence payments of the Facility Base Fee in the annual sum of Seventy-Two Thousand Five Hundred Dollars (\$72,500.00) and the Pro Shop Base Fee in the annual sum of Twelve Thousand Seven Hundred Dollars (\$12,700.00). Upon the commencement of the fourth (4th) Contract Year, and for each subsequent Contract Year thereafter, the Facility Base Fee and Pro Shop Base Fee shall each be increased annually by three percent (3%) at the commencement of each

subsequent Contract Year. The Base Fee, as adjusted annually, shall be due and payable in twelve (12) equal monthly installments and shall be due on the first (1st) day of each month. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. The Base Fee shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554. In the event the Licensee utilizes the Pro Shop prior to Substantial Completion, the Licensee shall commence payment of the Pro Shop Base Fee upon such occupancy.

- 4.2 The Licensee shall pay the County a Gross Receipts Percentage Fee of five and one-half percent (5.5%) on all Pro Shop sales on a semi-annual basis together with reasonably detailed supporting documentation. The supporting documentation shall be signed and verified by an officer of the Licensee attesting to its accuracy and shall indicate whether or not the amounts are inclusive of sales tax collected. The Gross Receipts Percentage Fee shall be due to the County within thirty (30) days following each semi-annual period of each Contract Year. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. The Gross Receipts Percentage Fee shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554.
- 4.3 The Licensee shall pay to the County rental fees for each hour of the Licensee's use of the Rink (the "Rink Rental Fee"). During peak Rink rental hours, the Licensee shall pay the County a Rink Rental Fee of Five Hundred Dollars (\$500.00) per hour. During non-peak Rink rental hours, the Licensee shall pay the County a Rink Rental Fee of Three Hundred Dollars (\$300.00) per hour. Peak Rink rental hours shall consist of weekdays from 6:00 pm through 11:59 pm and from Saturday at 12:00 am through Sunday at 11:59 pm. The County shall provide a monthly Rink Rental Fee invoice to the Licensee following the end of each month. The Licensee shall remit payment to the County within thirty (30) days of receipt of such invoice. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. The Rink Rental Fee shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554. Notwithstanding the foregoing, the Licensee shall be responsible for all Rink peak rental time reserved with the Commissioner, whether or not the Licensee utilizes the Rink, unless such Rink rental is cancelled by prior written notice to the Commissioner and the Rink is not subsequently rented for the canceled period. The Licensee shall rent the Rink, and be responsible for payment to the County, for a minimum of two hundred (200) hours per Contract Year (the "Minimum Rink Requirement"). The Minimum Rink Requirement for the first (1st) Contract Year shall be prorated

proportionately based on the number of calendar days between the delivery of the first floor of the Facility and data room on the second floor and the end of the first (1st) Contract Year. In the event the Licensee fails to satisfy the Minimum Rink Requirement in any Contract Year, on or before the thirtieth (30th) day following the end of such Contract Year, the Licensee shall remit to the County a payment equal to the number of hours below the Minimum Rink Requirement at the non-peak hour Rink Rental Fee. In the event the Licensee utilizes the Rink prior to Substantial Completion, the Licensee shall commence payment of the Rink Rental Fee upon such use.

- 4.4 The Licensee shall pay the County its share of the Sponsorship Revenue (as defined below and further defined in Article VII) on a semi-annual basis together with reasonably detailed supporting documentation. The supporting documentation shall be signed and verified by an officer of the Licensee attesting to its accuracy. The Sponsorship Revenue shall be due to the County within thirty (30) days following each semi-annual period of each Contract Year. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. The Sponsorship Revenue shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554.
- 4.5 The Licensee shall guarantee the minimum annual revenue it shall pay to the County for each Contract Year of this Agreement (the "Guaranteed Minimum Annual Revenue"). The Guaranteed Minimum Annual Revenue to the County shall consist of the Base Fee, Rink Rental Fee, Gross Receipts Percentage Fee and Sponsorship Revenue paid to the County in any given Contract Year. The amount of the Guaranteed Minimum Annual Revenue shall be as follows:

<u>Contract Year</u>	<u>Amount</u>
1	\$200,000
2	\$225,000
3	\$250,000
4	\$250,000
5	\$250,000
6	\$250,000
7	\$250,000
8	\$250,000
9	\$250,000
10	\$250,000

In the event the Licensee fails to achieve the Guaranteed Minimum Annual Revenue in any Contract Year through the payment of the Base Fee, Rink Rental Fee, Gross Receipts Percentage Fee and Sponsorship Revenue, the Licensee shall make an additional payment to the County, within sixty (60) days of the end of

each Contract Year, in the amount of the shortfall between the Guaranteed Minimum Annual Revenue and the amount remitted to the County on account of the Base Fee, Rink Rental Fees, Gross Receipts Percentage Fee and Sponsorship Revenue in that Contract Year. Notwithstanding anything herein to the contrary, the Guaranteed Minimum Annual Revenue shall apply in full for each Contract Year and shall not be prorated based on any partial Contract Year. All payments not received by the County within thirty (30) days of the applicable due date shall be subject to a late fee equal to three percent (3%) of the amount due. Any payment required to achieve the Guaranteed Minimum Annual Revenue shall be payable to the "Treasurer of Nassau County" and sent to the office of the Commissioner of Parks, Eisenhower Park Administration Building, Eisenhower Park, East Meadow, New York 11554.

- 4.6 (a) The Licensee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Licensee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations" (collectively, the "Accounting Standards"). Such Records shall be made available upon reasonable request for audit and inspection by the Comptroller, the Department, Parks and any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives.
- (b) Supplemental Information. Upon the reasonable request of the County, Licensee shall submit detailed schedules of the Licensee's revenues and all expenses related to its repair, rehabilitation, operation and maintenance of the Premises, as applicable. Such supplemental information shall be provided in a format mutually agreed upon by the Licensee and the County, and shall be reconciled to the basic financial statements.
- (c) Annual Reports. The Licensee shall each fiscal year provide the County with a copy of its annual report, if issued by the Licensee, and shall render such other reports and statements, and furnish such information, financial or otherwise, relating to the Premises and/or the Licensee's obligations under this Agreement as may reasonably be requested by the County.
- (d) Proof of Payments. Within thirty (30) days of being requested to do so by the County, the Licensee shall provide proof reasonably satisfactory to the County evidencing payment of any charge required to be paid by the Licensee pursuant to this Agreement.

(e) Survival. The provisions of this Section shall survive the termination of this Agreement.

V. RIGHT TO AUDIT

- 5.1 The Department, Parks, the Comptroller and other duly authorized representatives of the County shall have the right, during business hours, after giving the Licensee forty-eight (48) hours' notice, to examine or audit the records, books of account and data of the Licensee necessary to verify the duties and obligations of the Licensee pursuant to the terms of the Agreement. Notwithstanding the requirement for forty-eight (48) hour advance notice with respect to access to the Licensee's books for the purpose of audit, the Department, Parks, the Comptroller or other duly authorized County representative reserves the right to conduct, and the Licensee hereby permits, periodic "spot" inspections of the Facilities at any time during the Term of this Agreement for the purpose of inspecting the operations and activities of the Licensee at the Premises and all reports or data generated from or by the Licensee or its authorized subcontractors to include, without limitation regulatory inspections, maintenance inspections and quality assurance inspections. The Licensee shall cooperate fully and assist the Department, Parks, the Comptroller or other duly authorized representative of the County in any inspection, examination or audit thereof. In the event that the Licensee's books and records, including supporting documentation, are situated at a location fifty (50) miles or more from the County, the records must be brought to the County for examination and audit or the Licensee must pay food, board and travel costs incidental to two (2) auditors conducting such examination or audit at said location.
- 5.2 The failure or refusal of the Licensee to permit the Department, Parks, the Comptroller, or their designees to audit and examine the Licensee's records, books of account and data or otherwise conduct an inspection of the type referred to therein, or the interference in any way by the Licensee in such an audit, examination, or inspection, may be deemed by the County to be a failure to substantially comply with the terms and conditions of this Agreement and a default hereunder which shall entitle the Department or Parks to terminate this Agreement.

VI. USE COVENANTS

- 6.1 (a) The Licensee covenants and agrees that during Term of this Agreement it will use, occupy, maintain and manage the Facility; use, occupy, operate, maintain and manage the Pro Shop; and use the Rink, for the use and enjoyment of the general public in order to enhance the County's public sports and recreational activities and conditions. At a minimum, the Licensee shall hold:

- (i) Five (5) open to the public practices per Contract Year. During such open practices, Parks shall be permitted to charge for admission to the Rink, and should it elect to do so, it will make clear to the public in any advertisement, press release or other related promotion that it is charging a fee for such event, not the Licensee. There will be no Rink Rental Fee for these events.
- (ii) Two (2) open to the public scrimmages per Contract Year (e.g., Blue/Orange game, prospect game). During such open scrimmages, Parks shall be permitted to charge for admission to the Rink, and should it elect to do so, it will make clear to the public in any advertisement, press release or other related promotion that it is charging a fee for such event, not the Licensee. There will be no Rink Rental Fee for these events.
- (iii) Three (3) free to the public player signing events per Contract Year.

The Licensee's use of the Premises shall be compatible with and shall enhance Cantiague Park and shall be in furtherance of the recreational and park purposes therein.

(b) The Licensee shall provide the Commissioner with monthly schedules for all practice activities to be conducted upon the Rink. Such schedules shall be provided to the Commissioner at least fifteen (15) days prior to the upcoming implementation month and may be modified as necessary upon prior notice to Parks. Except as set forth herein, such monthly schedules shall be subject to the review and approval of the Commissioner, not to be unreasonably withheld or delayed provided that the monthly schedule submissions are substantially similar to the sample schedules attached as Appendix "C" hereto, to ensure that all activities occurring at the Rink are consistent and compatible with the park and recreational purposes of Cantiague Park. The Licensee shall be entitled to emergency Rink rental upon forty-eight (48) hours' notice to the Commissioner. The parties shall work together to minimize the occurrence of any such emergency Rink rental. In such emergency situations, the Licensee shall be given priority to utilize the Rink, notwithstanding any other previously scheduled events. The Licensee shall work cooperatively with Parks to coordinate use of the Premises in such a manner as to minimize interference with the use of the Premises by the public or by agents, servants and/or employees of the County.

- 6.2 The parties shall have shared use of the internal turf field in the Facility, the time and dates of such usage to be mutually agreed upon by the parties, and the County shall be permitted to utilize the turf field for public purposes. During the NHL season, including for pre-season and, as applicable, post-season activities, the Licensee shall have priority to utilize the turf field. To the extent permitted by applicable law, the County shall fully indemnify Licensee relating to such use including any such costs, maintenance and/or repairs, as determined by Licensee in its sole reasonable discretion, in connection with its use of the turf field.

Notwithstanding the foregoing, the County shall not be permitted to utilize the turf field in any manner that would damage the turf field or any portion of the Facility.

- 6.3 The Licensee shall not operate, or permit the operation of, any concession at the Facilities, or permit others to use all or a portion of the Facilities for commercial events, except with the prior written approval of the County, which shall not be unreasonably withheld. Without limiting the generality of the foregoing, no t-shirts, souvenirs or other goods may be sold without a permit issued by the County and a fee paid to the County. However, the County acknowledges the Pro Shop will engage in the sale goods, including but not limited to any such goods as any comparable pro shop or team store may carry such as team or hockey related souvenirs, memorabilia, equipment, apparel and accessories. Unless otherwise stated in this Agreement, the Licensee shall have sole discretion in the types of goods that are offered for sale in the Pro Shop, including but not limited to any such goods relating to hockey, hockey teams, souvenirs, memorabilia, equipment, apparel and accessories. Further, the County acknowledges that Licensee may use the Facility to run sports related programs. The Licensee may permit others to use the Facility, subject to the prior written approval of the County, which shall not be unreasonably withheld provided such entities furnish the County with certificates of insurance for commercial general liability insurance, which shall name "Nassau County" as an additional insured and have minimum coverages as set forth in Article XXIV. All revenues generated from any such concession sales, Pro Shop sales and use of the Facility are included in "Gross Receipts" under this Agreement and shall be considered revenue earned by the Pro Shop. Any permitted vendors must have all appropriate licenses and permits and comply with the insurance provisions of Article XXIV of this Agreement naming the County as additional insured. The Licensee acknowledges that the County has an existing concession agreement covering the sale of food and beverages at the Premises and the Licensee expressly agrees that it will not sell food or beverages or interfere with the existing agreement. No outside food or beverage vendor may operate at the Premises unless an arrangement is made with the County and its concessionaire.
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VII. NAMING RIGHTS, SPONSORSHIPS; ADVERTISING RIGHTS, MARKETING; BROADCAST RIGHTS

- 7.1 The County and the Licensee shall share in all gross monetary funds received by the Licensee for so-called "naming rights", "sponsorship rights" and additional advertising on the interior and exterior of the Premises (the "Sponsorship Revenue"). The County shall be entitled to twenty-five percent (25%) of the Sponsorship Revenue received by the Licensee for Premises naming rights, and the Licensee shall be entitled to seventy-five percent (75%) of such funds. For additional advertising and sponsorship on the interior and exterior of the Facility and Rink, the County shall be entitled to twenty percent (20%) of such

Sponsorship Revenue received by the Licensee and the Licensee shall be entitled to eighty percent (80%) of such funds when such revenue is below One Million Five Hundred Thousand Dollars (\$1,500,000.00) in any Contract Year. When the Sponsorship Revenue received by the Licensee for additional advertising and sponsorship on the interior and exterior of the Facility and Rink equals or exceeds One Million Five Hundred Thousand Dollars (\$1,500,000.00) in any Contract Year, the County shall be entitled to forty percent (40%) of such Sponsorship Revenue received by the Licensee above the One Million Five Hundred Thousand Dollars (\$1,500,000.00) threshold and the Licensee shall be entitled to sixty percent (60%) of such funds. Notwithstanding anything to the contrary herein, except for any sale of naming rights that fall within the criteria set forth in the County's Advertising Policy (hereinafter defined) any such sale of naming rights shall be subject to the prior written approval of the County Executive, which shall not be unreasonably withheld.

- 7.2 The County hereby assigns, transfers and sets over to the Licensee the right to sell to advertisers the right to display advertising signs and banners on the exterior and within the interior of the Facility and Rink, and to display and film other forms of advertisement within the interior of the Premises, subject to compliance with all applicable laws, Rink rental requirements and the Policies and Standards for Marketing and Advertising (hereinafter, the "County's Advertising Policy") attached hereto as Appendix "D", as may be amended from time to time by the County. Notwithstanding anything contained in the County's Advertising Policy to the contrary, advertisements promoting the sale of wine, liquor, beer, distilled spirits or other alcoholic beverages shall not be permitted on the Premises.
- 7.3 The Licensee represents and warrants that its activities under this Agreement, including the advertising, will not infringe upon the patents or copyrights of any third party. The Licensee shall pay all royalties and license fees, if any, which may be payable to third parties in respect of this representation and it shall defend all suits or claims alleging such infringement and unless such suit or claim is due to an act or omission of the County, hold the County harmless from losses on account thereof provided that the County shall have given notice to the Licensee promptly as to any such suit or claim and shall fully cooperate with the Licensee in its defense thereof.
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- 7.4 (a) All brochures, media advertisement and similar copy directly related to the Premises to be released, disseminated to the public or distributed in any manner shall be in conformance with the County's Advertising Policy. The Licensee shall have the right to print or to arrange for the printing of programs for all the Licensee activities and events at the Premises containing any advertising matter except advertising matter which is indecent, in obvious bad taste, or which demonstrates a lack of respect for public morals and conduct.
- (b) The County reserves the right to place advertising or any form of signage at the Premises, at any time during the Term of the Agreement, at locations

determined through consultation with the Licensee; provided, however, that no such advertising or signage shall unreasonably interfere with the Licensee's use of the Premises.

- 7.5 Any sign posted by the Licensee at the Premises, or any advertisement posted on the Premises and used in connection with the Premises, shall be in conformance with the County's Advertising Policy, and shall be appropriately located. The Licensee shall provide all naming rights and advertising signage, at its sole expense, subject to County approval, which shall not be unreasonably withheld. In addition, any signage or press, whether or not located on the Premises, promoting or identifying the Licensee's activities on the Premises shall acknowledge the County's role in the ownership and operation of the Premises (e.g., "Nassau County's Cantiague Park" or "Cantiague Park in Nassau County").
- 7.6 For the Licensee activities, events and programs only (for purposes of this Article VII, the "Licensee Events"), the Licensee or its designee shall have rights with respect to radio, television, cable, film, tape and/or other similar rights, including, but not limited to, the following: (i) to broadcast and/or disseminate, by radio, television, cable, wifi, satellite and/or other method of transmission or communication, audio and visual reports of all or any part of the Licensee Events occurring at the Premises during the Term of this Agreement, (ii) to broadcast and disseminate by means of VHF or UHF or any other method of free over-the-air television, the Licensee Events occurring at the Premises; and (iii) to exhibit and/or authorize exhibition of any of such Licensee Events by means of cable, subscription, pay television, closed circuit television, film and/or tape or any similar existing or future technology. For all other activities, events and programs occurring at the Rink, the County shall have the exclusive right with respect to the aforementioned radio, television, cable, film, tape and/or other similar rights for such events. Notwithstanding the foregoing, the Licensee or its designee shall have all rights to broadcast via television, internet or otherwise all the Licensee's games, activities, events and programs within the Rink; so that, for example the Licensee may comply with applicable league rules for such broadcast, it being understood that any revenues generated shall be included as Sponsorship Revenue under this Agreement.
- 7.7 It is agreed that with respect to any of the rights above, the Licensee shall have the right to authorize commercial sponsorship of such Licensee Events, plus the right to market and promote such Licensee Events and programs and the right to make or enter into agreement with others to make motion pictures, video tapes, audio tapes, games and other types of recordings and or media, now existing or hereafter created, including, without limitation, internet webcasting, video streaming and real time telecasting by transponder or otherwise in any manner to capture and/or display all images of the Licensee Events occurring at the Premises in connection with the production of live or taped radio, television, including broadcast, cable, closed circuit and/or pay and internet telecasts or otherwise in any manner capture such Licensee Events, which the County shall deem

necessary and/or desirable. With respect to all other activities, events and programs occurring at the Premises, the County shall have the exclusive right to the aforementioned advertising and sponsorship opportunities set forth in this Section 7.7.

- 7.8 Notwithstanding anything in this Agreement to the contrary, any and all revenues generated directly and solely from activities under this Article VII, including without limitation, revenues resulting from naming rights, sponsorships, advertising, marketing and broadcast rights transactions, shall be included in Sponsorship Revenue under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed to include any revenue from any existing, renewed or replaced master agreements the Licensee may have relating to broadcasting as revenue under this Agreement, unless any such master agreements are modified, amended or renewed to include additional value or benefit related to Licensee activities at the Premises, in which case such additional value shall be included in Sponsorship Revenue under this Agreement.
- 7.9 Any and all revenues generated from activities relating to a charity or charitable event and paid to such charity, whether affiliated with Licensee or not, shall not be included in Sponsorship Revenue or Gross Receipts from the Pro Shop (in such event that sales revenue from Pro Shop is to be part of such charity or charitable event).

VIII. OPERATIONS

- 8.1 The Licensee shall maintain and operate the Facilities, and the County shall maintain all parking area(s) including those areas dedicated to and secured for Licensee and continue to maintain and operate the Rink, for the benefit of all County citizens and the general public in an attractive, accessible, safe, operable, sanitary and inviting manner consistent with the operations and best practices of comparable public recreational facilities in the New York metropolitan area, and in such further manner as the County shall prescribe. Notwithstanding the above, the Rink shall be maintained to professional hockey standards. Each party, as applicable, shall take all actions necessary or appropriate to meet the obligations described herein, including obtaining and maintaining, and causing all of its agents to obtain and maintain, all approvals and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8.2 The Licensee shall employ or retain the services of an operations manager (the "Manager") possessing appropriate qualifications to manage the Pro Shop in a manner that is satisfactory to the Department and Parks. The Manager must be available by telephone throughout the Term of this Agreement and the Licensee shall provide the Department and Parks with a telephone number at which the Manager may be contacted in the event of an emergency. The Licensee shall

replace any Manager, employee or subcontractor whenever mutually agreed to by the Parks Commissioner and the Licensee.

- 8.3 The Licensee shall, at its sole cost and expense, use commercially reasonable efforts to recruit qualified personnel from the communities immediately surrounding the Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of the Pro Shop and compliance with this Agreement, including but not limited to:
- (a) Collecting and safeguarding all monies generated under this Agreement;
 - (b) Maintaining the Pro Shop;
 - (c) Conducting and supervising all activities to be engaged in at the Premises; and
 - (d) Securing the Pro Shop.
- 8.4 If the County fails to adequately maintain or repair, to the extent that it is obligated to maintain or repair, the Rink, Facility or Pro Shop or dedicated ancillary secured parking for the purposes set forth herein, Licensee may, after thirty (30) days' written notice to County (except that only forty-eight (48) hours' notice need be given in case of emergency), perform such maintenance or repair at the County's expense and the reasonable amount of all expenses incurred by Licensee in doing so shall be payable by County. Prior to commencing any such work, Licensee must submit such proposed work to the Department, including price quotes from at least three (3) vendors for such work. Following approval to proceed by the Department, Licensee may perform such work. After such work is completed, Licensee shall submit the receipts and expenses to the County for approval. If approved by the County, the County shall reimburse Licensee for such expenses within thirty (30) days of such approval or such expenses may be deducted from the Guaranteed Minimum Annual Revenue if not paid by County within that time frame. Notwithstanding the above, in the event the ice in the Rink is unusable, only twenty-four (24) hours' notice need be given before Licensee may perform required maintenance or repairs at the County's expense, subject to the requirements of this Section; provided, however, that Licensee need not obtain price quotes from at least three (3) vendors for such work.
- 8.5 The Premises shall be accessible to disabled members of the public. The accessibility shall be clearly indicated by signs provided and installed by the County. Except for capital expenditures which shall be the responsibility of the County, the Licensee shall be in compliance with the applicable provisions of the American with Disabilities Act and any similarly applicable laws.
- 8.6 The Licensee shall promptly notify the Department and Parks of accidents or unusual incidents occurring at the Facilities, as well as incidents at the Rink during Licensee's use. Such notice, including documents filed with any County, law enforcement or insurance agencies, shall also be provided to the County in writing within ten (10) days of the discovery of such accident or occurrence. Such

accidents or incidents shall include, without limitation, damage to person or property, fire, flood and casualty. The Licensee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Pro Shop, and the Licensee shall notify the Department and Parks in writing as to said person's name and address.

- 8.7 The Licensee will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and the Nassau County Living Wage Law. The Licensee shall enter into project labor agreements, on commercially reasonable terms, with the various labor organizations that may be hired to provide services in connection with any Licensee construction activities, if applicable, in substance and form acceptable to the County and the Licensee. In addition, the Licensee shall comply with, and shall cause all contractors and subcontractors engaged in construction activities to comply with, the apprenticeship training program requirements pursuant to Local Law 9-2002 and all other applicable laws, rules and regulations.
- 8.8 The County shall, at its sole cost and expense, post throughout the Premises and Cantiague Park such signs as it may deem necessary to direct patrons to its services and facilities. The County shall provide, at its sole cost and expense, proper identification signage, inside and outside the Park, for the Facility and Pro Shop.
- 8.9 Except for properly stored gasoline, or as otherwise agreed to in writing by the Department or Parks, the Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York. No fireworks, fireworks displays or performances involving pyrotechnics of any kind are authorized or permitted pursuant to this Agreement without the express prior written approval of the Commissioner of the Department and Parks.
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- 8.10 The County shall be responsible for providing and maintaining adequate secure and private parking in connection with the Facility. In addition, the County shall be responsible for providing and maintaining at least fifty (50) shared common parking spaces in close proximity to the Facility. The County shall provide parking as set forth in Appendix "B".

IX. LIENS

9.1 Lien. (a) The Licensee shall not permit the Premises to be encumbered by any Lien (defined below). As used in this Agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.

(b) Except with respect to materials purchased or services directly procured by the County, if any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien created or allowed to be created by the Licensee shall be filed against any assets of, or funds appropriated to, the County, the Licensee shall, within sixty (60) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, the Licensee shall not be required to discharge any such lien if the Licensee shall have (i) furnished the County with a cash deposit, bond or other security reasonably satisfactory to the County in an amount sufficient to pay the lien with interest and penalties, and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity. Notwithstanding the foregoing, if despite the Licensee's efforts to seek discharge of the lien, the County believes, in its sole discretion, such lien is about to be foreclosed and so notifies the Licensee, the Licensee shall immediately cause such lien to be discharged of record.

(c) Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Licensee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Licensee shall cause all construction agreements to which it is a party to provide, that to the extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Licensee or any subcontractor or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.

X. UTILITIES, MAINTENANCE, REPAIRS, CONDITION OF THE PREMISES

- 10.1 It is understood by the Licensee that for the Facilities, the Licensee shall, at the Licensee's sole cost and expense and to the reasonable satisfaction of the County, (i) keep such areas clean and neat and in every respect sanitary; (ii) collect and remove all litter, debris and rubbish generated from its operations of such areas; (iii) pay for any utilities, fuel, water, telephone or other costs relating to the improved or unimproved portions of the Facilities, whether furnished to the Licensee by or through the County or obtained directly by the Licensee from the utility provider; (iv) provide adequate security at all times for its equipment, products and personnel and invitees; and (v) perform all required maintenance and repairs, on the interior, required to keep the Facilities in good condition at all times except for any capital expenditures. Capital expenditures and all exterior or structural maintenance, repairs or replacements are the responsibility of County. The County shall be responsible for such utilities, services and obligations related to the Rink, including but not limited to the ice plant, and all other non-Facility and non-Pro Shop areas of the Park, including any parking areas. The County shall provide snow removal and salt, sand or like substance for ice melting purposes, and maintain the park landscaping. Notwithstanding the foregoing, any repairs that may be required by reason of Licensee's misuse or negligent conduct shall be the responsibility of Licensee to repair, at Licensee's sole cost and expense.

All maintenance, repairs, restorations and replacements by the Licensee may be accomplished by Licensee and/or its affiliates and shall be in quality and in substantial compliance with the original work or installation and done in a good and workmanlike manner.

- 10.2 The County, at its sole cost and expense, shall keep clean and free from ice, snow and rubbish, and otherwise maintain all the roads, parking areas, sidewalks and sidewalk areas in the Park.
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- 10.3 The Licensee is accepting the Premises in its "AS IS" condition **"WITH ALL FAULTS"** as of the Term Commencement Date.
- 10.4 The Licensee covenants that it will surrender and give up the Premises to the County upon the termination of this Agreement. The Licensee shall not be required to repair or otherwise maintain any buildings located on the Premises at the commencement of this Agreement, except to the extent that the Licensee uses such buildings, in which case the Licensee shall operate and maintain such buildings (or areas of such buildings) in a safe, neat and orderly fashion. The Licensee further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; and that it will deliver the keys to the County, on the date that it surrenders the Premises, and that it thereupon will execute a full release to the County for any damages which may

have resulted either to its property arising out of or due to its occupancy of the Premises. The Licensee acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Agreement, is intended by the Licensee to be abandoned. The Licensee shall remain liable to the County for any damages should the Licensee fail to cease operations; vacate or remove all possessions from the Premises on or before the expiration or termination date.

- 10.5 The Licensee shall not use or permit the storage at the Premises of any hazardous substances or materials, without the County's prior written consent.

XI. EMERGENCY CONDITIONS

- 11.1 Should the County, in its sole and reasonable judgment, decide that an unsafe or emergency condition exists on the Premises after written notification, the Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the County in writing and indicate the period within such condition shall be corrected. The County, in its sole discretion, may extend such period of time in order to permit the Licensee to cure, under such terms and conditions as appropriate.
- 11.2 Notwithstanding the foregoing, the Minimum Rink Requirement shall be abated as set forth below in the event of a cessation or interruption of services because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Licensee's reasonable control or due to any act of Licensee, including but not limited to NHL related interruptions or any problems that prevent the use of the Rink for more than one (1) day in any given month during the hockey season including pre- and post-season activities. In such event, the Minimum Rink Requirement shall be adjusted on a pro rata basis for each day Licensee is prevented from using the Rink based on a three hundred sixty-five (365) day year.
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- 11.3 If the Premises becomes unusable, in part or totally, preventing Licensee's use thereof, because of fire, accident or other casualty, the Facility Base Fee, Pro Shop Base Fee or Minimum Rink Requirement, as applicable, will be abated as set forth below until the Licensee's use of the applicable portion of the Premises is restored. In such event, the Facility Base Fee, Pro Shop Base Fee or Minimum Rink Requirement, as applicable, shall be adjusted on a pro rata basis for each day Licensee is prevented from using the Rink based on a three hundred sixty-five (365) day year. If the County so elects, it will repair and fully restore the damage to the Premises at its expense. If the Premises or the Rink are not repaired and fully functional within sixty (60) days, Licensee may give County written notice that Licensee is terminating this Agreement. The County shall have no rights to any insurance proceeds received or due to Licensee and any other damages Licensee may suffer.

XII. FIXED EQUIPMENT

- 12.1 The Licensee shall in its sole and absolute discretion, at its sole cost and expense, provide and replace if necessary, all equipment (except those relating to building and related systems) necessary for Licensee's use of the Facility, and use and operation of the Pro Shop, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Facilities.

XIII. EXPENDABLE OR PERSONAL EQUIPMENT

- 13.1 The Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this Agreement and replace same as needed to satisfy its obligations under this Agreement.
- 13.2 Title to all Expendable or Personal Equipment obtained by the Licensee shall remain in the Licensee and such equipment shall be removed by the Licensee at the termination or expiration of this Agreement. In the event such equipment remains in the Premises following such termination or expiration, the County may treat such property as abandoned and charge all reasonable costs and expenses incurred in the removal thereof to the Licensee.
- 13.3 Any equipment to be removed by the Licensee pursuant to Sections 12 and 13.2 of this Agreement shall be removed from the Premises in such a way as shall cause no substantial damage to the Premises taking into consideration the Licensee's use of the Premises. Notwithstanding its vacating and surrender of the Premises, the Licensee shall remain liable to County for any damage it may have caused to the Premises.

XIV. CONDITION UPON SURRENDER

- 14.1 Notwithstanding the foregoing, at the expiration or sooner termination of this Agreement, the Licensee shall surrender the Premises, to which County holds title, in at least as good a condition as said Premises were found by the Licensee, reasonable wear and tear excepted taking into consideration the Licensee's use of the Premises.

XV. HOURS OPEN TO THE PUBLIC

- 15.1 The Pro Shop shall be open to the public not less than thirty-five (35) hours per week; provided the Rink is scheduled for public use for at least thirty-five (35) hours per week (the "Minimum Pro Shop Hours"). In the event the Rink is scheduled for less than thirty-five (35) hours of public use in any given week, the Minimum Pro Shop Hours requirement for that week shall be reduced to match the number of scheduled hours for public use. The Minimum Pro Shop Hours and the days and hours that the Pro Shop is open to the public may be modified on the mutual agreement of Licensee and the Commissioner. The Licensee shall endeavor to have the Pro Shop open during all open public skating sessions at the Rink. The Rink shall continue to be open to the public not less than seven (7) days a week in accordance with the schedule approved by Parks.

XVI. RESERVATION FOR THE DEPARTMENT SPECIAL EVENTS; PUBLIC ACCESS

- 16.1 For the purpose of this Article XVI, the term "Special Event(s)" shall mean any event for which the Department or Parks has issued a Special Event Permit. The County is permitted to authorize Special Events at the Rink for which Licensee may have no access to the Rink, unless otherwise agreed to by Parks or the Department; *provided, however*, that Licensee shall not be prevented from use of the Rink for more than five (5) non-consecutive weekdays and five (5) non-consecutive weekends per year. The Department or Parks agree to use its reasonable efforts to notify the Licensee at least sixty (60) days in advance of any such Special Event. Special Events shall be subject to Rink availability on the desired dates and any Rink rental previously scheduled by the Licensee and provided to the Commissioner shall take precedence over any Special Event. Notwithstanding the foregoing, in the event the Licensee participates in post-season play in any Contract Year, the parties agree to modify the timing of any Special Events to accommodate use of the Rink by the Licensee. It is expressly understood that this Section 16.1 shall in no way limit the Department's or Park's right to itself sponsor or promote Special Events at the Rink, or to enter into agreements with third parties to sponsor or promote such events, provided that the County will be responsible for security, maintenance and clean-up associated with any such Special Event. The Department and Parks represent to the Licensee that they have not granted to any other person or entity any agreement, permit, or right of possession or use that would prevent the Licensee in any way from performing its obligations and realizing its rights under this Agreement, except as otherwise disclosed herein.
- 16.2 The Licensee must maintain the Pro Shop in a manner such that it is open to the general public during Special Events.

XVII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 17.1 Except as provided in this Section, this Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written notice to, and consent of, the County Executive or his or her duly designated deputy (the "County Executive"), which may be exercised in the County's sole discretion, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 17.2 If consent to assign, amend, waive or subcontract is granted, each assignee or successor to the assignee shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Licensee for the performance of all the terms, covenants, conditions and agreements herein contained on the Licensee's part to be performed.
- 17.3 Notwithstanding any consent by the County pursuant to this Section, no assignment shall be binding upon the County unless and until there shall be delivered to the County an instrument of assignment which shall also contain a covenant of assumption by the assignee of all of the obligations of the Licensee under this Agreement.
- 17.4 Any consent which may be given by the County to any assignment or encumbrance shall not constitute a waiver by the County of the provisions of this Section or relieve the Licensee of its liability for the full performance by it of the covenants of this Agreement on the part of the Licensee to be performed; and any consent given by the County to any assignment or encumbrance shall not relieve the assignee from obtaining the written consent of the County to any subsequent assignment or encumbrance if such consent is required under the provisions of this Section.
-
- 17.5 This Article XVII shall not be deemed to prohibit the Licensee from granting to any person, firm or corporation ("Person") the right to use the Facility or Pro Shop for purposes intended to implement the Licensee's use of the Premises as set forth in Article VI of this Agreement, to charge admission therefor or to collect from any such Person fees or rentals for such use of the Premises subject to the Department's or Park's prior written consent.

XVIII. REQUIRED CAPITAL IMPROVEMENTS

- 18.1 The County covenants to perform and complete, or cause to be completed, such Capital Improvements, including the construction and development of the Facility pursuant to plans and specifications approved by the parties, as well as the Pro

Shop and renovation of the Rink, as generally described in Appendix "B" and agreed or as may be agreed upon by the parties subject to the terms of this Article XVIII and the remainder of this Agreement. The County's cost to construct the Facility shall not exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00) as set forth in the Settlement Agreement ("County's Cost"). The County shall construct the Pro Shop, all parking areas, and Rink renovation at its sole cost and expense. In the event that the County has expended the County's Cost, the Licensee shall contribute up to Six Hundred Thousand Dollars (\$600,000.00) towards construction of the Facility, for costs incurred above the County's Cost (the "Licensee Facility Contribution"). The Licensee Facility Contribution shall be due and payable to the County, or to the County's designee, within thirty (30) days of (i) the County's submittal of reasonably detailed supporting documentation evidencing the County's expenditure of the County's Cost following Substantial Completion, and (ii) delivery of the approved Rink and Facility in accordance with the plans and specifications approved by the parties. In the event of any dispute regarding the payment of the Licensee Facility Contribution, the Licensee shall pay any undisputed amount within thirty (30) days as stated above, and the parties shall endeavor to resolve the payment of the disputed portion of the Licensee Facility Contribution within sixty (60) days.

- 18.2 The County shall complete construction of the Rink renovation by August 15, 2015. The County shall complete construction of the first floor of the Facility and the data room on the second floor of the Facility by December 30, 2015. The County shall complete construction of the second floor of the Facility by February 28, 2016. The County shall complete construction of the Pro Shop by December 30, 2015. All construction shall be completed in accordance with the plans and specifications approved by the parties. In the event the County is unable to complete construction of each of the foregoing by the applicable deadline, the County shall be subject to a One Thousand Dollar (\$1,000.00) per day late fee, to be credited against the Base Fee, for each day until delivery of the applicable construction activity.
-
- 18.3 The Licensee shall be solely responsible to provide all required furniture, fixtures and equipment ("FF&E"), which shall not include building and related systems as provided in Appendix "B", deemed necessary by the Licensee, at its sole cost and expense. It is expressly understood that Licensee shall be given access to set up or install FF&E as provided in this Agreement prior to Substantial Completion and such costs shall be in addition to the Licensee Facility Contribution.
- 18.4 Except where solely due to the default by Licensee beyond any applicable cure or remedy periods, in the event the County exercises its right to terminate or revoke this Agreement prior to the Agreement Expiration Date pursuant to Section 3.2(a), the Licensee shall be reimbursed for (i) the full amount of the Licensee Facility Contribution, and (ii) the unamortized portion of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00), which shall be amortized evenly over one hundred twenty (120) months. The County shall reimburse the Licensee within

ninety (90) days of the effective date of such termination. In the event of such termination, the Licensee covenants to return the unamortized portion of the reimbursement to Lighthouse. The calculation of the unamortized portion of the reimbursement shall be verified by the Department and subject to the review, approval and audit of the County Comptroller.

- 18.5 The Licensee shall be permitted to make alterations, including capital expenditures, to the Facilities, subject to the prior written approval of the Department and Parks, such approval not to be unreasonably withheld.

XIX. INDEPENDENT CONTRACTOR

- 19.1 The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

XX. NO ARREARS OR DEFAULT

- 20.1 The Licensee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) Generally, the Licensee shall comply with any and all applicable federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Licensee is bound by and shall comply with the terms of Appendix "EE" attached hereto. As used in this Agreement, the word "law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Personnel Screening. Consistent with Local Law 14-2003, and prior to the Licensee's use and occupancy of the Pro Shop, the Licensee shall be responsible

for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including children. At a minimum, the Licensee shall comply with guidelines and procedures as may be enacted or adopted by the County or Parks provided to the Licensee in writing, including the following:

- (i) The Licensee shall be responsible for screening all Pro Shop personnel, including substantiating credentials and reference checks. In addition, the Licensee shall check each prospective Pro Shop personnel against the Statewide Sexual Offenders Registry.
 - (ii) The Licensee agrees not to hire or retain any Pro Shop personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.
 - (iii) The Licensee agrees not to hire or retain any Pro Shop personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the Registry.
 - (iv) Where the criminal history record of any Pro Shop personnel reveals a conviction of a crime, the Licensee shall, upon notice from the Commissioner, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing Pro Shop personnel who have unsupervised or regular and substantial contact with minors, the Licensee shall notify the Commissioner, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the Department or Parks to remove Pro Shop personnel from duty shall constitute a material breach of this Agreement.
-
- (c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable state and federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify

the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.

21.2 Nassau County Living Wage Law. Pursuant to Local Law 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Licensee agrees as follows:

- (i) The Licensee shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which may be determined solely by the County. The Licensee has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Licensee to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix "L", and shall provide to the County any information necessary to maintain the certification's accuracy.

XXII. MINIMUM SERVICE STANDARDS

22.1 Regardless of whether required by law:

- (a) The Licensee shall, and shall cause Licensee Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee Agents to obtain and maintain, all Approvals necessary or appropriate in connection with this Agreement, except to the extent same are the responsibility of the County.

XXIII. RELEASE, INDEMNIFICATION, DEFENSE, COOPERATION

- 23.1 Except if due to County's negligence or willful misconduct, the County shall not be liable for any damage, injury or liability, including but not limited to personal injury or death, or property damage, suffered by the Licensee or any third party arising out of (i) the occupancy or use of the Premises or any property contained therein on the Premises, or (ii) any casualty occurring on or about the Premises or any property contained therein. The Licensee hereby expressly releases and discharges the County from any and all claims and actions alleging or arising out of the foregoing.
- 23.2 To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, the Department, Parks and their officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, reasonable attorneys' fees and disbursements) and damages, attributable to bodily injury or property damage directly ("Losses") arising out of or in connection with any negligent acts or omissions of the Licensee or a Licensee Agent, including the Licensee's operations pursuant to this Agreement, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Licensee shall not be liable for Losses, if any, caused by the negligence or willful misconduct of the indemnified party.
- 23.3 In connection with the Licensee's indemnification obligation, the Licensee shall be entitled, at the Licensee's own risk and expense, to assume and control the defense of any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties with counsel chosen by the Licensee and approved by the Indemnified Party, and the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- 23.4 The Licensee shall, and shall cause Licensee Agents to, reasonably cooperate with the County, Parks and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- 23.5 The provisions of this Article XXIII shall survive the termination of this Agreement.

XXIV. INSURANCE

- 24.1 (a) Types and Amounts. The Licensee shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and

Two Million Dollars (\$2,000,000) aggregate coverage, (ii) excess liability coverage in the amount of at least Ten Million Dollars (\$10,000,000) in one or more layers, which limit may be revised from time to time but not more frequently than one (1) time per year by mutual agreement between the parties to reflect amounts which a prudent licensee of a comparable size and in a comparable endeavor in the New York metropolitan area would obtain, (iii) compensation insurance for the benefit of the Licensee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) commercial automobile liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined single limit and endorsed to cover owned, hired and non-owned automobiles; and (v) such additional insurance as the County may reasonably request from time to time, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, to the extent Licensee makes any Capital Improvements pursuant to Section 18.5.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Licensee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, such acceptance not to be unreasonably withheld, and (ii) in form and substance acceptable to the County. The Licensee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Licensee shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Licensee under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Licensee shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Licensee shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Licensee to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Licensee to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

XXV. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS
AGAINST THE COUNTY

25.1 No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Licensee shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Chief Deputy County Executive ("CDCE") for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Licensee shall send or deliver copies of the documents presented to the CDCE under this Section to each of (i) the Department, (ii) Parks, and (iii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the CDCE. The complaint or necessary moving papers of the Licensee shall allege that the above-described actions and inactions preceded the Licensee's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

XXVI. CONSENT TO JURISDICTION AND VENUE GOVERNING LAW

26.1 Unless otherwise specified in this Agreement or required by law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of New York State, without regard to the conflict of laws provisions thereof.

XXVII. NOTICES

27.1 (a) Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

(i) By personal delivery with proof of delivery (any notice so delivered shall be deemed to have been received at the time so delivered);

- (ii) By Federal Express (or other similar overnight courier) designating priority delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or
 - (iii) By United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk).
- (b) All notices shall be addressed to the parties at the following addresses:

To the Licensee: New York Islanders Hockey Club, L.P.,
1600 Old Country Road
Plainview, New York 11803
Attn: President

with a copy to: New York Islanders Hockey Club, L.P.,
1600 Old Country Road
Plainview, New York 11803
Attn: General Counsel

To the County: County of Nassau
Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590
Attn: Commissioner

with a copy to: County of Nassau
Department of Parks, Recreation & Museums
Administration Building
Eisenhower Park
East Meadow, New York 11554
Attn: Commissioner

with a copy to: Nassau County Attorney's Office
One West Street
Mineola, New York 11501
Attention: Chief, Transactions Bureau

- (c) Either party may, by notice given pursuant to the provisions of this Article XXVII, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

XXVIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY, SUPREMACY

28.1 Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the law, without prejudice to the rights of either party.

(a) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Unless the application of this Subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

XXIX. SECTION AND OTHER HEADINGS

29.1 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XXX. ENTIRE AGREEMENT

30.1 This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

XXXI. EXECUTORY CLAUSE

31.1 Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite approvals have been obtained, including, if required, approval by the County Legislature and any other governmental authorities, and (ii) this Agreement has been executed by the County Executive or a Deputy County Executive.

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

XXXII. POWER AND AUTHORITY

32.1 Licensee has the authority and power to enter into this Agreement and to perform its obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms, and Licensee has no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement except as specifically set forth herein. The execution and delivery of this Agreement by the Licensee have been duly authorized by the Licensee.

XXXIII. WAIVER OF TRIAL BY JURY

33.1 THE LICENSEE HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY THE COUNTY AGAINST THE LICENSEE IN ANY MATTER RELATED TO THIS AGREEMENT.

XXXIV. CONFLICT OF INTEREST

34.1 The Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Licensee further represents and warrants that in the performance of this Agreement no person having such an

interest or possible interest shall be employed by it. No elected official or other officer or employee of the County, Parks or the Department, nor any person whose salary is payable, in whole or part, from the County treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

XXXV. PROCUREMENT OF AGREEMENT

- 35.1 The Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee or any other compensation. The Licensee further represents and warrants that no payment, gift or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Licensee makes such representation and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- 35.2 For such a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder, if any, and the Licensee shall not make any claim for, or be entitled to recover any sums or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided by law or pursuant to this Agreement.

XXXVI. JUDICIAL INTERPRETATION

-
- 36.1 Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each responsible party before the execution of this Agreement.

XXXVII. NO INTERPRETATION AGAINST DRAFTSMAN

- 37.1 County and the Licensee hereby agree that no provision of this Agreement shall be construed against either the County or the Licensee on the basis that the provision was drafted by such party or such party's counsel.

XXXVIII. FORCE MAJEURE

- 38.1 Except as provided herein, the parties shall be excused from performance of any of each party's obligations hereunder when such performance has been delayed, hindered or prevented by any cause or causes beyond such party's reasonable control, which shall include, without limitation, actions of the other party, riots, civil commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, labor union disputes, governmental restrictions, regulations or controls, court order and the acts of superior governmental authorities, inability to obtain any materials or services, fire or other casualties, natural disasters or acts of God or sudden failure of subsurface structures. Notwithstanding the foregoing, labor union disputes, governmental restrictions, regulations or controls, inability to obtain any materials or services, fire or other casualties, shall not be considered force majeure events providing relief to the County in relation to the construction completion deadlines for the Facility, Rink and Pro Shop.

XXXIX. SUCCESSORS AND ASSIGNS

- 39.1 This Agreement, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, the County and the Licensee and, except as may otherwise be provided herein, their respective successors and assigns.

XL. MISCELLANEOUS

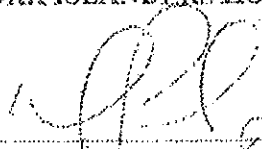
- 40.1 Bond Status. The Licensee shall not take any action, or omit to take any action, the result of which act or omission shall have an adverse impact on the tax exempt status of any bond issued by, or on behalf of, the County, specifically including but not limited to, federal laws, rules and regulations regarding private activity and arbitrage. The Licensee shall consult with the County and the County's bond counsel when appropriate to ensure compliance with such laws, rules and regulations.
- 40.2 Taxes and Impositions. The County shall pay, if applicable, directly to the appropriate taxing authority, as and when due and payable, any and all real property taxes, assessments or substitutes therefore imposed or levied against the Premises and the Licensee shall pay, if applicable, directly to the appropriate

taxing authority, as and when due and payable, any and all other taxes, assessments or substitutes which arise in respect of the operation, occupancy or use of the Premises.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Licensee and the County have executed this Agreement
as of the date first above written.

NEW YORK ISLANDERS HOCKEY CLUB, L.P.

By: 
Name: M. E. K. L. E. L.
Title: SVP
Date: 4/2/15

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5th day of June in the year 2015 before me personally came Michael J. Picker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Senior Vice President of New York Islanders Hockey Club the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



MICHAEL J. MENCHISE
Notary Public, State of New York
No. 01ME6096643
Qualified in Suffolk County
Commission Expires August 4, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is _____ of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX "A"

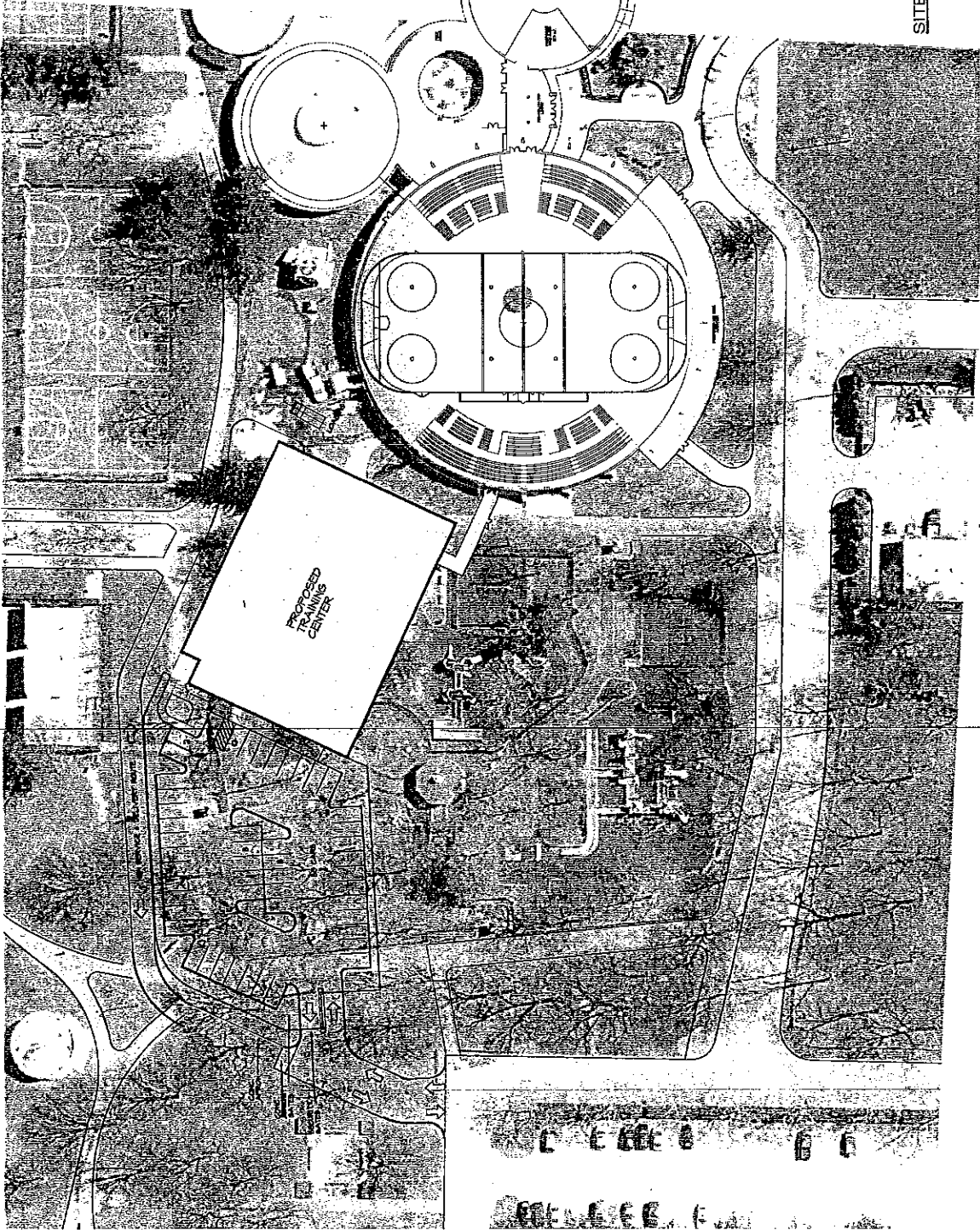
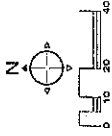
SITE MAP



DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

PROJECT NAME AND ADDRESS
PROPOSED
ADDITION & RENOVATION OF
CANTAGUE PARK ICE RINK
HICKSVILLE, NY

CONTRACT NO. 4479



SITE LAYOUT PLAN	
DATE	APRIL 12, 2018
SCALE	AS NOTED
DESIGNED BY	PL
CHECKED BY	PL

SD-3a

SITE LAYOUT PLAN
1" = 20'-0"

APPENDIX "B"

INITIAL CAPITAL IMPROVEMENTS

The County shall construct the Facility, Rink renovation and Pro Shop (the "Initial Capital Improvements") as set forth in this Agreement and this Appendix "B". The Initial Capital Improvement plans and specifications (the "Initial Capital Improvement Documents") are attached as Exhibit "A" to this Appendix "B". The Initial Capital Improvements construction milestone schedule (the "Initial Capital Improvement Schedule") is attached as Exhibit "B" to this Appendix "B".

Parking: Fifty (50) dedicated parking spaces located behind the rink facility for exclusive use of New York Islanders. Parking to be located as indicated on the site plan. Location will be private and secured with a lift gate.

- a. Inspections: Licensee and Licensee's representatives shall have the right, from time to time, to observe the progress of the Initial Capital Improvements, to inspect the installation of the Initial Capital Improvements, and to identify to the County's Project Manager ("PM") any work not in conformance with the Initial Capital Improvement Documents; however, no such observation shall create liability or responsibility on the part of the Licensee with respect to the nature or quality of the Initial Capital Improvements. The County shall be available, and cause its contractors to be available, in the presence of the County's PM, to Licensee or its representatives from time to time upon reasonable prior notice when necessary or desirable for the purpose of reviewing the Initial Capital Improvements. The County shall keep Licensee reasonably informed as to all material inspections and shall permit Licensee or its representatives to be present for such inspections. The County shall promptly deliver to Licensee all revisions to the Initial Capital Improvement Schedule.
- b. "Substantial Completion" shall be defined as the time when the Initial Capital Improvements are sufficiently complete so that Licensee can fully occupy and fully utilize the Premises without interruption, except for Punch List Items as coordinated, for the use for which they are intended as expressed in the Agreement. For illustration purposes, Substantial Completion shall occur upon the following:
 - (i) All the Initial Capital Improvements shall have been completed in accordance with the Initial Capital Improvement Documents (as modified by change orders) except for Punch List Items;
 - (ii) Licensee has been given thirty (30) days of access to selected areas for the purposes of installing furniture, fixtures and equipment and any Licensee systems;
 - (iii) All of the Facility's sanitary, electrical, HVAC, and other systems to the extent they serve or run through the Premises, shall be completed and in good order and operating condition, except for Punch List Items;

- (iv) The County shall authorize "beneficial use" for full occupancy for the applicable portion of the Premises, including the Facility, permitting legal use of the Premises for the purposes specified in the Agreement;
 - (v) Any dedicated parking and other shared areas as are reasonably required for full access to and normal use of the Premises shall have been finished in a clean and orderly condition affording access to the Premises, except for Punch List Items;
 - (vi) All work required to make the Rink fully functional as an NHL rink has been completed and tested to the reasonable satisfaction of Licensee; and
 - (vii) The County shall have delivered to Licensee written certification that the County has met its obligations under clauses (i) through (vi) of this Subsection and a current list of Punch List Items, certified by the County, and Licensee has delivered written acknowledgement of same.
- c. Punch List – The County shall notify Licensee at least thirty (30) days prior to the expected Substantial Completion, to schedule a "preliminary walk-through" between the parties to inspect the Initial Capital Improvements and prepare a list of preliminary Punch List Items. Not less than ten (10) days prior to the anticipated date of Substantial Completion, the County and Licensee shall jointly inspect the Premises to identify those Initial Capital Improvement items, if any, which do not conform to the plans and specifications ("Punch List Items"), the completion of which will not materially affect Licensee's use and occupancy as a fully functional Facility or the County's ability to authorize "beneficial use" for full occupancy for the applicable portion of the Premises. The County shall complete all Punch List Items within sixty (60) days following Substantial Completion of the Initial Capital Improvements. Punch List Items within Licensee's active work areas shall be performed after hours, unless expressly approved by Licensee in its sole discretion, and shall not interfere with Licensee's business operations. If the County fails to complete the mutually agreed upon Punch List Items within such period of time, the Licensee shall have the right to make such repairs (except unauthorized work) with the County's approval and inspection and to charge the County for the actual cost of such repairs, which the County agrees to pay promptly upon receipt, provided that back-up documentation is provided to the County. Substantial Completion shall not be delayed notwithstanding delivery of any such Punch List. Punch List Items are those not impacting beneficial use or warranty and constitute minor repairs. Notwithstanding the above, the parties recognize and agree that the County will be completing construction of the Facility while the Licensee may be occupying and utilizing portions of the Facility. The County shall be permitted to complete such construction activities during normal business hours and the parties shall work cooperatively to minimize any impact on the Licensee's activities. Notwithstanding the above, the County shall complete the applicable Punch List Items within sixty (60) days following the (i) first floor and data room delivery, (ii) second floor delivery, and (iii) site work, as applicable.
- d. No Miscellaneous Charges – The County shall provide that Licensee shall not, directly or indirectly, be charged for supervision or administration or for the use of parking at any

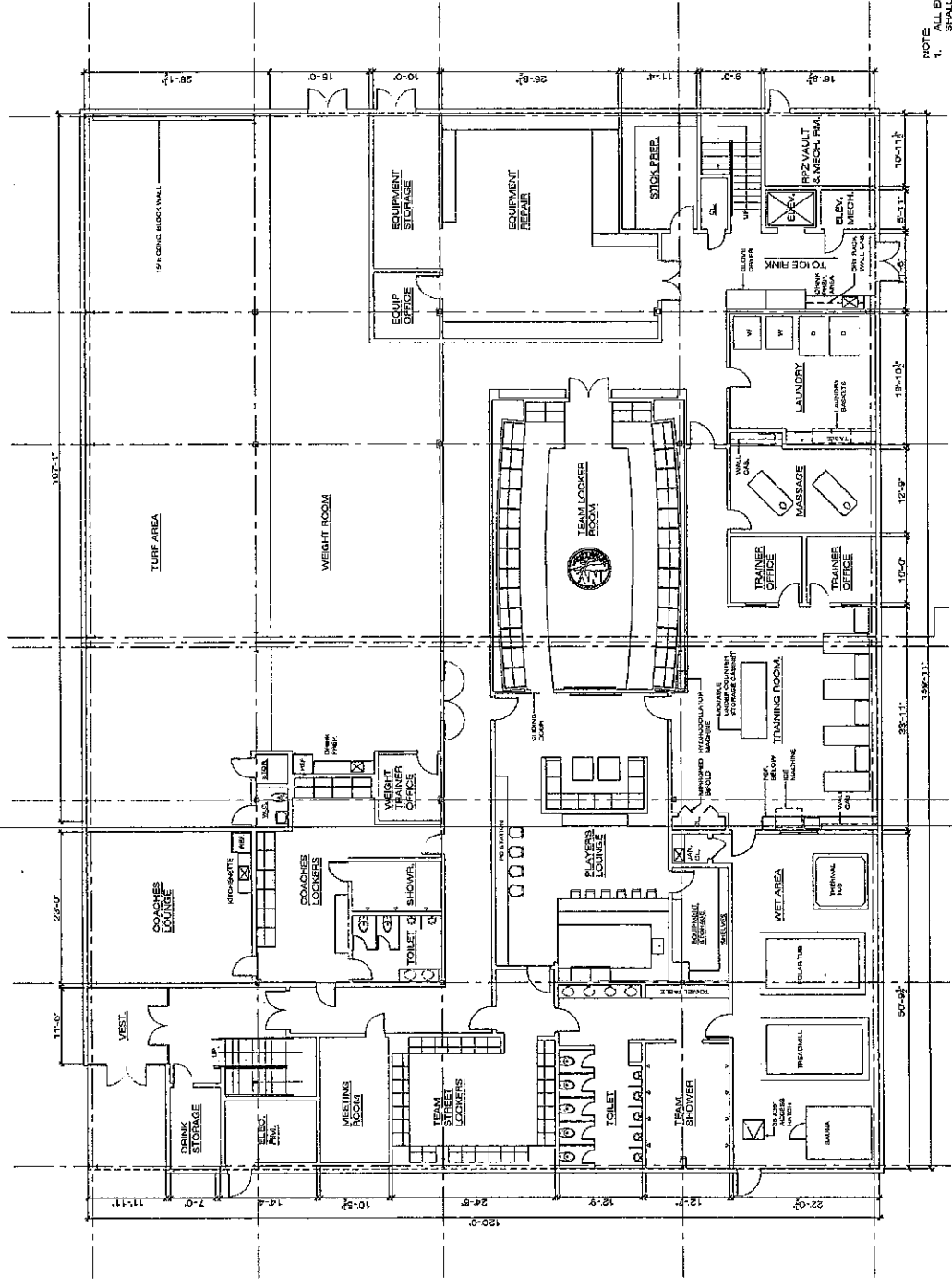
time during construction. In this connection, the HVAC systems for the Premises shall be run during installation and notwithstanding a holiday when Licensee is moving into the Premises. The County shall run the HVAC systems twenty-four (24) hours per day, for two (2) days prior to Licensee's move into the Premises to purge the Premises of odors and smells associated with construction and installation and to clean the Facility immediately prior to Licensee's move-in.

- e. The County shall allow Licensee access to the Facility not less than thirty (30) days prior to the Substantial Completion of the Initial Capital Improvements for the purpose of installing its furniture, equipment or fixtures and other items in the Facility, provided any such access does not impact existing work per the approved Initial Capital Improvement Schedule (the "Licensee Installation Access Date"). Notwithstanding anything to the contrary set forth in this Agreement, if the County is unable for any reason to allow Licensee access to the Facility on the Licensee Installation Access Date, then Substantial Completion shall not be deemed to have occurred until Licensee has been allowed access to the Facility pursuant to this Agreement for not less than thirty (30) days. Licensee will coordinate with the County to minimize interference with the County's work. In addition to the foregoing, the County shall provide appropriate access to any internet or cable provider at any stage of construction as required for the installation of such service, provided such work is pre-approved by the County PM in the form of "milestones".
- f. Construction Schedule – The Initial Capital Improvement Schedule shall include a reasonably detailed description of completion of the project by trade. The County shall periodically provide Licensee with an updated Initial Capital Improvement Schedule for completion identifying all relevant milestones, including necessary submissions/approvals, permit and construction processes.
- g. Change Requests, Change Orders and Substitutions – After Licensee and the County have approved the Initial Capital Improvement Documents, if Licensee wishes to make any minor changes, which changes in the aggregate shall not exceed 10% of the bid cost for the particular trades (the "Minor Changes") to the Initial Capital Improvement Documents, Licensee shall request such change in written notice to the County and such request shall be accompanied by all information and instructions necessary to describe such change from the previously approved Initial Capital Improvement Documents. The County shall be responsible to maintain a change request and order system covering all aspects of the design and construction process. Change requests will be numbered sequentially and must be agreed in writing by the Licensee and the County, respectively, within three (3) days of receipt; upon such agreement, each change request will be given a change order number. Each change order shall include the scope of work along with a written estimate of cost (or savings) and any associated delays (or accelerations) for each change order. Said change orders to include any incidental or related scope, expenses and schedule impacts that are reasonably inferable by said change including, but not limited to, design fees, penalties, general conditions and related work in other trades. All changes or substitutions approved by Licensee will be paid by Licensee within thirty (30) days of completion and receipt of an invoice for same which invoice will include sufficient supporting documentation and retainage, including claims if any due to schedule impact. The Licensee's payment for any requested Minor Changes shall be in

addition to the Licensee Facility Contribution. To the extent that any Minor Changes delay the delivery of construction beyond the applicable deadlines set forth in Section 18.2 of this Agreement, such applicable deadline shall be extended by a number of days equal to the delay caused by the Minor Changes. Licensee may, at its discretion, request approval of substitutions. Such substitutions shall be in the form of a change order. Any change request will be deemed rejected unless mutually approved in writing by Licensee. The County shall include rejected changes in the change order log and dispose of accordingly. The County shall make no additions, deletions, revision, substitution or other changes to the plans or specifications without Licensee approval unless it is required due to site conditions, workers' safety or other agencies having jurisdiction such as Health Department and Fire Marshall.

EXHIBIT "A"

INITIAL CAPITAL IMPROVEMENT DOCUMENTS



$$\frac{1}{2} = 1 - \frac{1}{2}$$



DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

PROPOSED:
ADDITION & RENOVATIONS
CATHARTIC BUILDING
NICKSVILLE, NY

CONTRACT NO. 45816

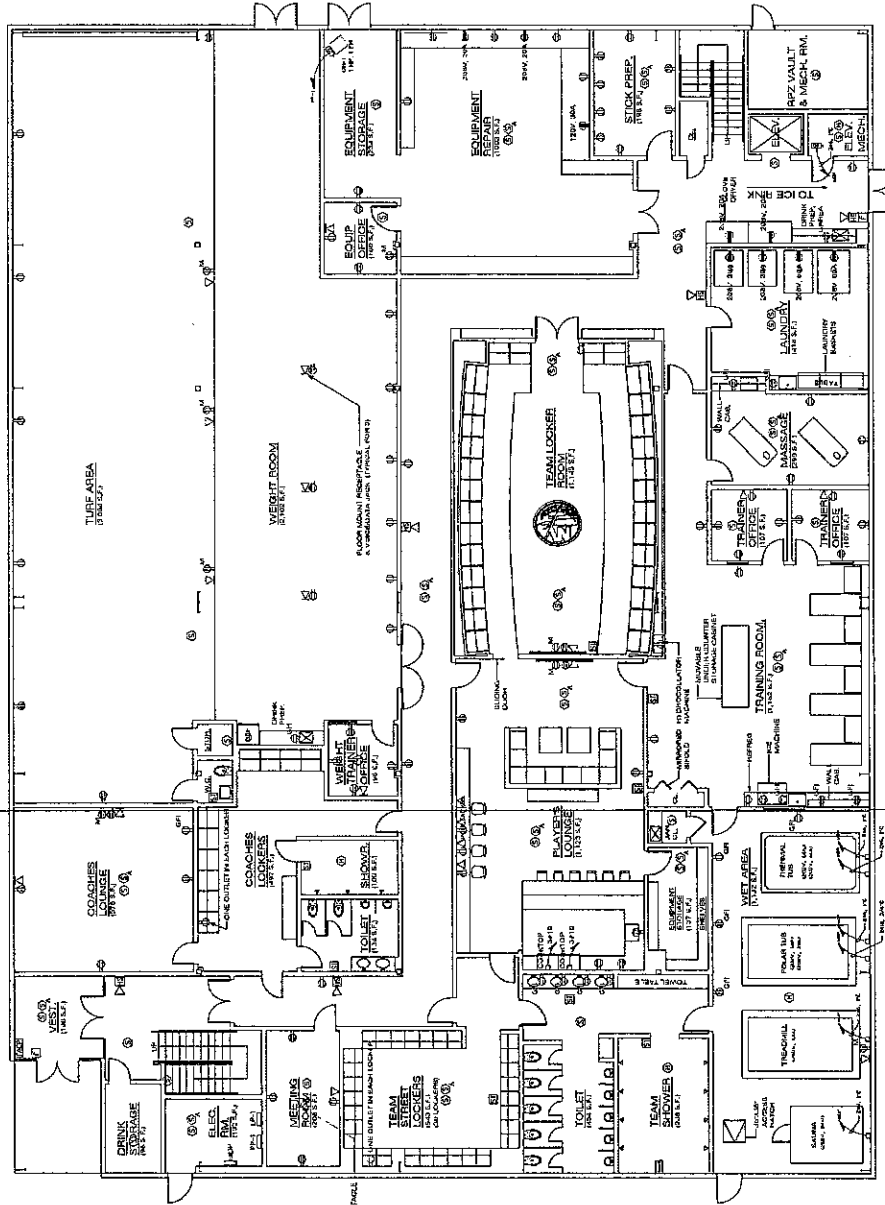
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DATE	NOV 15, 2013
SCALE	AS NOTED
DESIGNED BY	WAB
DRAWN BY	WAB

SPANNING TITLE
PROPOSED TRAINING
CENTER 1ST FLOOR
POWER PLAN

DATE	NOV 15, 2013
SCALE	AS NOTED
DESIGNED BY	WAB
DRAWN BY	WAB

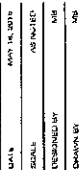
E-1



- NOTES:
1. MAXIMUM OF 10 CONVENIENCE DUPLEX RECEPTACLES PER 20 AMP CIRCUIT.
 2. PROVIDE CATEGORY 6E CARPETS & CONDUIT FOR VOICE/DATA JACKS. MAXIMUM OF 3 CABLES PER 1" CONDUIT. CARPETS TO BE TERMINATED AT JACKS AND MDF IN TELECOM ROOM.
 3. PROVIDE CABLES AND BACK BOXES FOR CARD ACCESS SYSTEM AS PER LICENSEE. MAXIMUM OF 3 CABLES PER 1" CONDUIT. CABLES TO BE TERMINATED AT CONTROL RACK IN TELECOM CLOSET.
 4. MDF IN TELECOM ROOM ON SECOND FLOOR MUST BE OPERATIONAL FOR OCCUPANCY OF FIRST FLOOR.

PROPOSED TRAINING CENTER: FIRST FLOOR
1/8" = 1'-0"

$$\gamma_{\beta}^* = 1.0$$

 $\gamma_4^* = 1.0^*$

DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

PROJECT NAME AND ADDRESS:

**PROPOSED:
ADDITION & RENOVATIONS
CANTIAGUE PARK ICE RINK
HICKSVILLE, NY**

CONTRACT NO. 41815

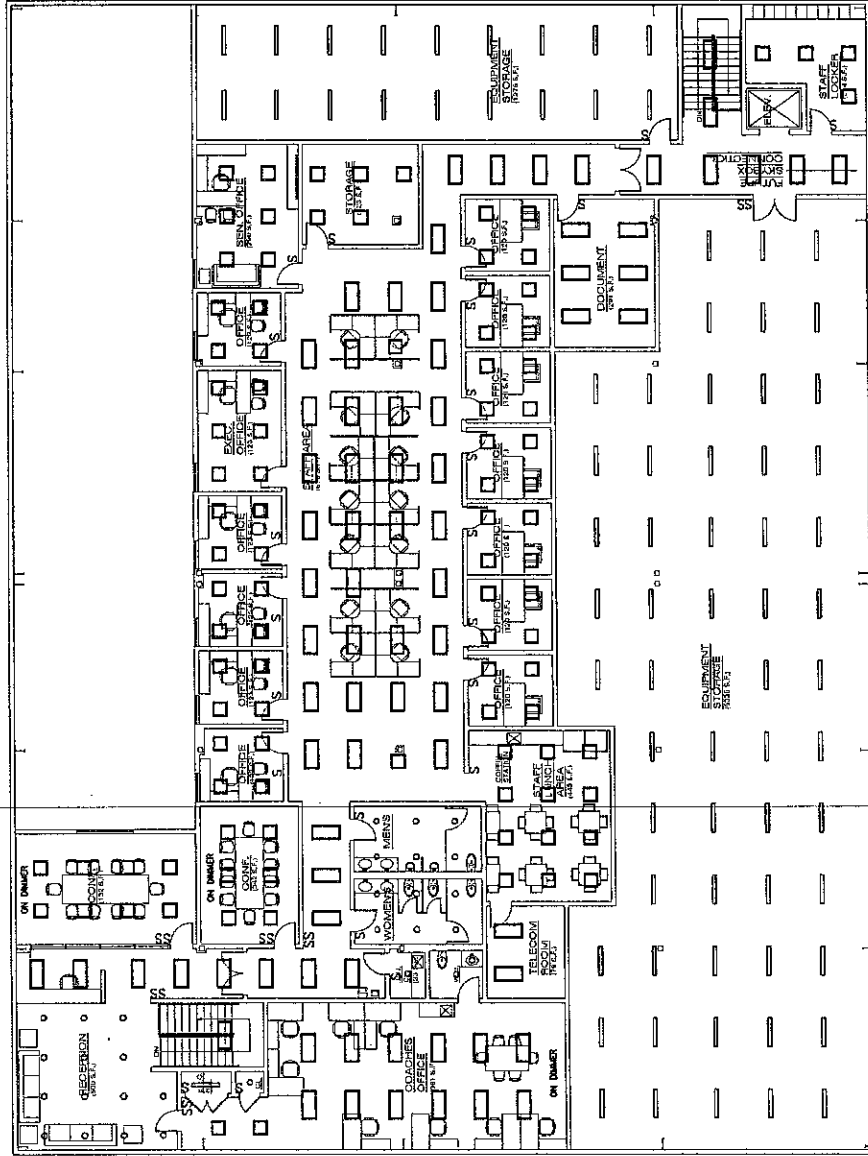
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**PROPOSED TRAINING
CENTER 2ND FLOOR
LIGHTING PLAN**

[illegible]

4-11

SEE REFLECTED CEILING PLAN NOTES.



PROPOSED TRAINING CENTER: 2ND FLOOR

$$\underline{Y_n = 1-Q}$$



DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

PROJECT NAME AND ADDRESS
PROPOSED
ADDITION & RENOVATIONS
CANTAQUE PARK ICE RINK
FORDHAM, NY

CONTRACT NO. 48815

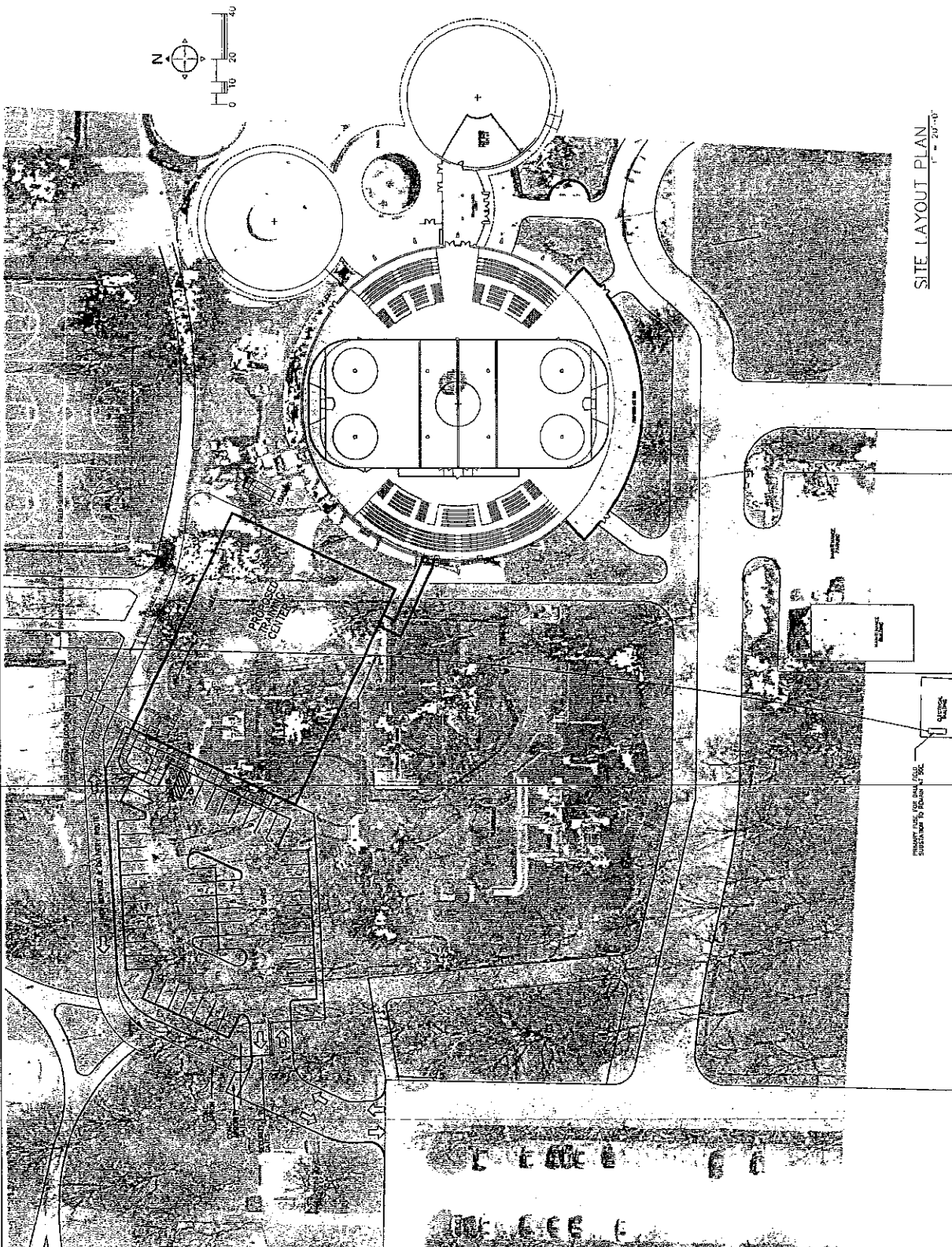
DATE
ISSUE / REVISION
DATE

CONTRACT TITLE

ELECTRICAL SITE PLAN

DATE
SCALE
DRAWN BY
CHECKED BY
DATE

E-5



SITE LAYOUT PLAN
1" = 20'-0"



DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

PROJECT NAME AND ADDRESS:
ADDITIONAL WORKS
CANTIQUE PARK/ICE RINK
HICKSVILLE, NY

COUNTY PROJECT NO. 41742

SYMBOL LEGEND

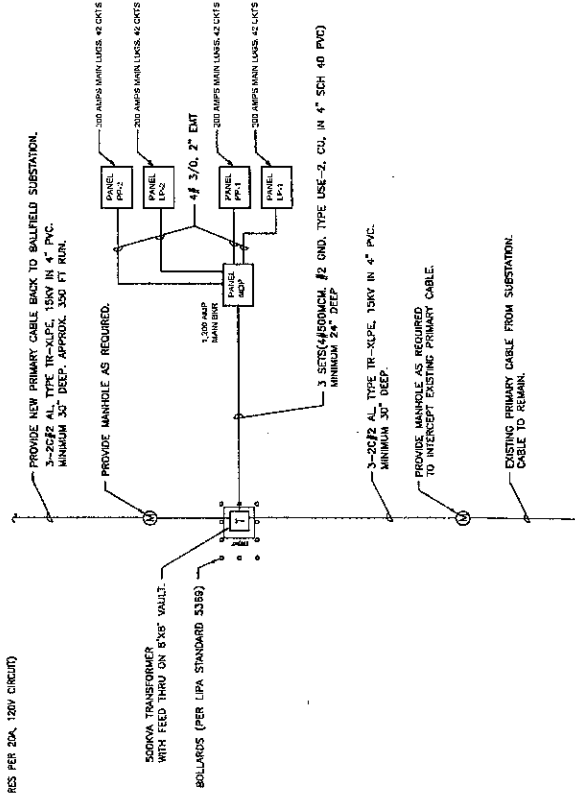
CONDUIT AND WIRE RUN CONCEALED IN FLOOR, CEILING OR WALL
ARROWS DENOTE DIRECTIONS OF INTERFERING CIRCUITS. MINIMUM 2 #12
THINWALL-2 IN 1/4" CONDUIT, UNLESS OTHERWISE NOTED.

- CONDUIT AND WIRE RUN CONCEALED IN FLOOR, CEILING OR WALL
- ARROWS DENOTE DIRECTIONS OF INTERFERING CIRCUITS. MINIMUM 2 #12 THINWALL-2 IN 1/4" CONDUIT, UNLESS OTHERWISE NOTED.
- DUPLEX RECEPTACLE, 120V, 20A, MOUNT 18" AFF.
- SINGLE RECEPTACLE ON A DEDICATED CIRCUIT, SIZE AS NOTED ON DRAWING, MOUNT 18" AFF.
- TWO-POLE SWITCH, 120V, 15A, MOUNT 48" AFF.
- SINGLE GANG BOX FOR TELCO/DATA JACKS, JACKS AND CABLES BY OTHERS.
- NON-FUSED DISCONNECT SWITCH, NUMBER INDICATES SIZE, WP INDICATES WEATHER PROOF (NSM 30).
- CEILING MOUNT, DUAL FACE, LED EXIT SIGN, ARROWS INDICATE DIRECTION, LITHONIA QUANTUM #LQW-S-W-3-R-120/277-EL-N.
- CEILING MOUNT, SINGLE FACE, LED EXIT SIGN WITH EMERGENCY HEAD LIGHTS, LITHONIA QUANTUM CAT. #LQW-S-W-1-R-120/277-N.
- WALL MOUNT EMERGENCY HEAD LIGHT UNIT, LITHONIA QUANTUM CAT. #ELM23-SD-N.
- 2X4" LED RECESSED TROFFER, FINITE CAT. #RFR-1-292 (MAXIMUM OF 20 FIXTURES PER 20A, 120V CIRCUIT)
- 2X4" LED RECESSED TROFFER, FINITE CAT. #RFR-1-294 (MAXIMUM OF 20 FIXTURES PER 20A, 120V CIRCUIT)
- LED HIGH BAY FIXTURE, HOLOPHANE PHAZON CAT. #PHS-10000L-CO-BOOR-AS-P-WI-W (MAXIMUM OF 5 FIXTURES PER 20A, 120V CIRCUIT)
- LED RECESSED DOWN LIGHT, GOTHAM CAT. #GO-D-40/8-120-LD-TW
- LED RECESSED MINI DOWN LIGHT, WINDOM MINI MARKER CAT. #LED-MW-B-11-SHO-101-100/120V-3K-X-STD
- LED RECESSED OUTDOOR RATED DOWN LIGHT.
- LED WALL PACK, LITHONIA TWA
- LED CABLE MOUNT FIXTURE, LITHONIA 2 SERIES CAT. #L2H-L48-3000L-400-WHCT-40K-BOOR-WH

PICTURES TO BE APPROVED BY LICENSEE

FIRE ALARM SYMBOL LEGEND

- AREA SMOKE DETECTOR
- ARMED CEILING AREA SMOKE DETECTOR WITH REMOTE INDICATING LIGHT
- DUCT MOUNT SMOKE DETECTOR WITH REMOTE INDICATING LIGHT
- AREA HEAT DETECTOR (LIST RATE OF RISE)
- WALL MOUNT SMOKE LIGHT
- PULL STATION
- AUXILIARY RELAY WITH ENCLOSURE AND INDICATING LIGHT (FAN SHUT DOWN CONTROL)
- COMBINATION TURN/STROBE UNIT
- FIRE ALARM CONTROL PANEL
- ADDRESSABLE CONTROL RELAY OUTPUT MODULE FOR FAN CONTROL



ELECTRICAL RISER DIAGRAM

UPDATING TITLE:
NOTES, SYMBOLS &
RISER DIAGRAMS

DATE	MAINT. 12.10.18
SCALE	AS NOTED
DESIGNED BY	AND
APPROVED BY	AND



DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

PROJECT NAME AND ADDRESS:

PROPOSED
ADDITION & RENOVATIONS
CANTAGUE PARK ICE RINK
HICKSVILLE, NY

CONTRACT NO. #1116

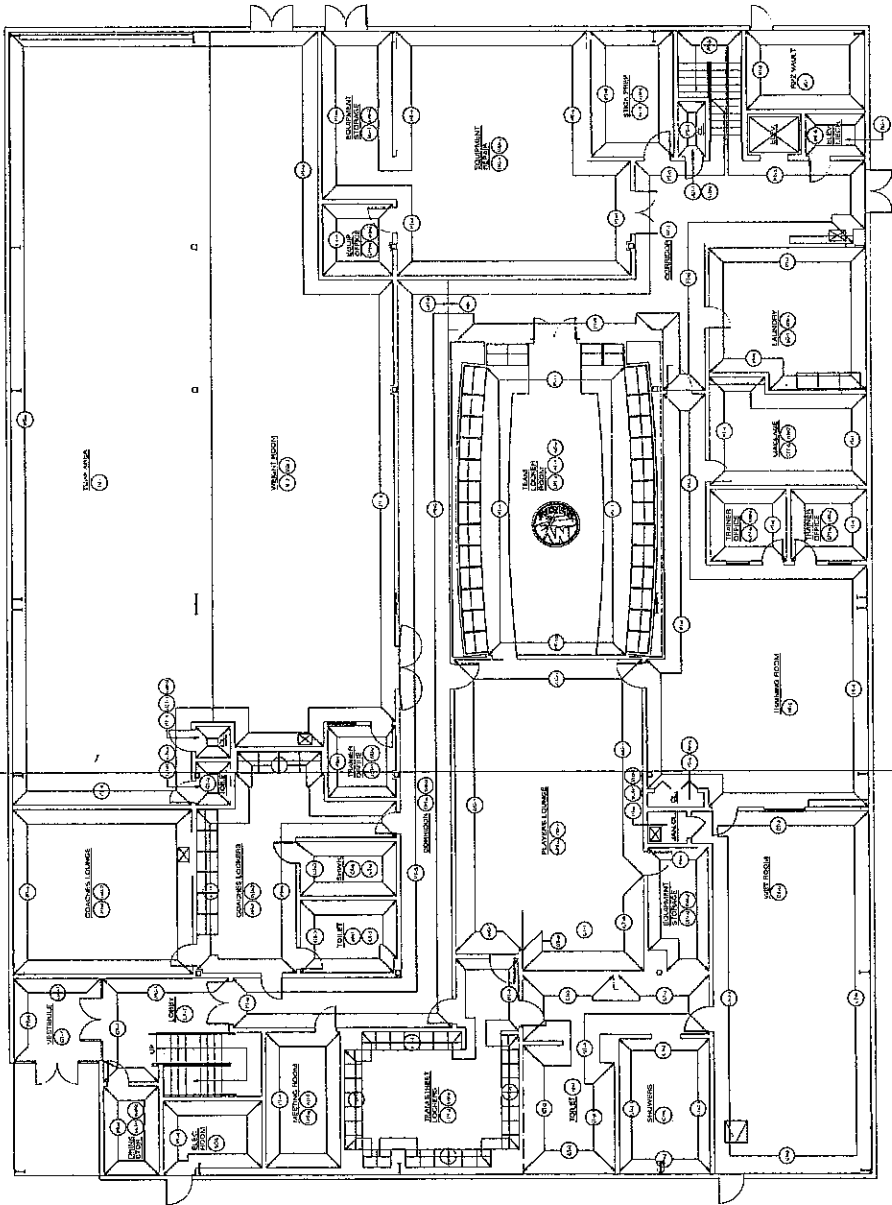
DATE: 10/15/10
DRAWN BY: J. J. J. J.
CHECKED BY: J. J. J. J.
APPROVED BY: J. J. J. J.
DATE: 10/15/10

DATE: 10/15/10
DRAWN BY: J. J. J. J.
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APPROVED BY: J. J. J. J.
DATE: 10/15/10

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APPROVED BY: J. J. J. J.
DATE: 10/15/10

DATE: 10/15/10
DRAWN BY: J. J. J. J.
CHECKED BY: J. J. J. J.
APPROVED BY: J. J. J. J.
DATE: 10/15/10

FN-1



PROPOSED TRAINING CENTER: FIRST FLOOR
1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

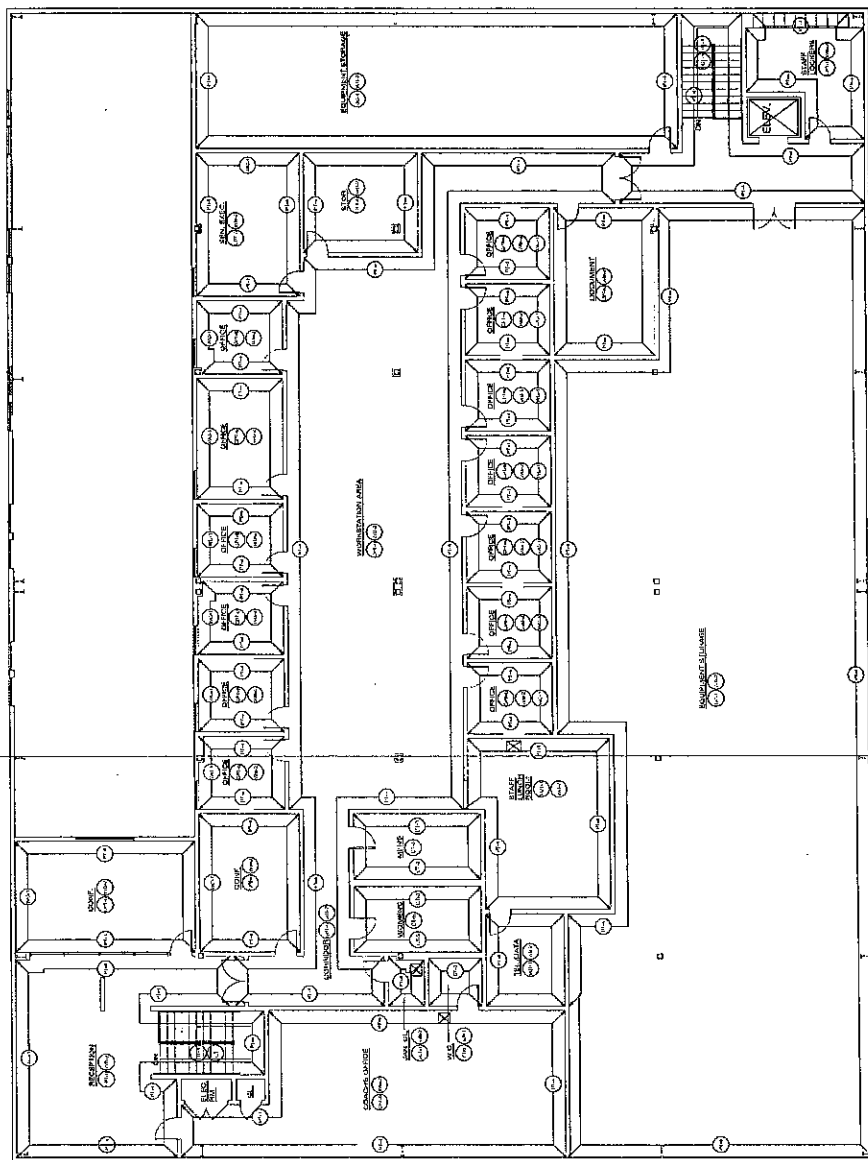
PROJECT NAME AND ADDRESS:
PROPOSED:
ADDITION & RENOVATIONS
CANTAGUE PARK ICE RINK
HICKS AVENUE, NY

CONTRACT NO. 4149

PROPOSED ICE RINK
MODIFICATIONS
FINISH PLAN

DATE: JANUARY 2016
SCALE: AS NOTED
DRAWN BY: YACHT
CHECKED BY: W.C.G.

FN-2



PROPOSED TRAINING CENTER: 2ND FLOOR
1/2" = 1'-0"







DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY
OFFICE OF THE
COMMISSIONER
NASSAU COUNTY
HICKSVILLE, NY

PROJECT NAME AND ADDRESS

PROPOSED
ADDITION & RENOVATIONS
GANTHAUSE PARK USE PARK
HICKSVILLE, NY

CONTRACT NO.

SHEET NO.

DATE

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

EQUIPMENT SCHEDULE

UNIT	DESCRIPTION
RTU-7	CARRIER ROOFTOP MODEL 48H07E04 G1.65-2F3J0. LISTED OPTIONS INCLUDE SS HEAT EXCHANGER, 2 STAGE COOLING WITH HUMIDIFIER, MEDIUM STATIC BLOWER MOTOR, WITH SPEED CONTROL AS PER 2 STAGE UNIT OPERATION, LOUVERED HAIRGUARD, ENTHALPY ECONOMIZER WITH BAROMETRIC RELIEF, LOW AMBIENT, ROOF CURB. USE 2 SPACE TEMPHUMID SENSORS PER UNIT. UNIT DIMENSIONS 87X142X48H. APPR. WEIGHT 2400#. 208V, 49 AMPS. RTU-5 TO SERVE EQUIPMENT/LAUNDRY AREA. (PRIORITY IS MAIN LOCKER ROOM OR SECOND FLOOR STORAGE AREA.)
MS-1	GAS FIRED UNIT HEATERS. MODELS UDAS 950 (UH-1), 250 (UH-2), 125 (UH-3) BOTH WITH 1 HP MOTORS. 208V. UNITS TO COME WITH PROGRAMMABLE THERMOSTATS, WITH ON/OFF/AUTO/FAN SWITCH, 2 STAGE GAS VALVES, MANUAL GAS SHUT OFF, COMBINATION INTAKE/EXHAUST WALL KITS, WITH ALL HARDWARE. (UH-1 TO SERVE TURF AREA, UH-2 AND 3 FOR STORAGE AREA.)
MS 1-300	MARELY MODEL 56101. (2 TOTAL) 120V, 1 AMP. WALL INST. HARDWARE. PROVIDE PROGRAMMABLE SPEED CONTROLLERS. (FOR TURF AREA (E-1-2) AND LOCKER ROOM (F-3))

EQUIPMENT SCHEDULE

UNIT	DESCRIPTION
RTU-5.6	CARRIER ROOFTOP MODEL 48H07E04 G1.65-2F3J0. LISTED OPTIONS INCLUDE SS HEAT EXCHANGER, 2 STAGE COOLING WITH HUMIDIFIER, MEDIUM STATIC BLOWER MOTOR, WITH SPEED CONTROL AS PER 2 STAGE UNIT OPERATION, LOUVERED HAIRGUARD, ENTHALPY ECONOMIZER WITH BAROMETRIC RELIEF, LOW AMBIENT, ROOF CURB. USE 2 SPACE TEMPHUMID SENSORS PER UNIT. UNIT DIMENSIONS 87X142X48H. APPR. WEIGHT 2400#. 208V, 49 AMPS. RTU-5 TO SERVE EQUIPMENT/LAUNDRY AREA. (PRIORITY IS MAIN LOCKER ROOM OR SECOND FLOOR STORAGE AREA.)
UH-1-3	GAS FIRED UNIT HEATERS. MODELS UDAS 950 (UH-1), 250 (UH-2), 125 (UH-3) BOTH WITH 1 HP MOTORS. 208V. UNITS TO COME WITH PROGRAMMABLE THERMOSTATS, WITH ON/OFF/AUTO/FAN SWITCH, 2 STAGE GAS VALVES, MANUAL GAS SHUT OFF, COMBINATION INTAKE/EXHAUST WALL KITS, WITH ALL HARDWARE. (UH-1 TO SERVE TURF AREA, UH-2 AND 3 FOR STORAGE AREA.)
F-1,2,3	MARELY MODEL 56101. (2 TOTAL) 120V, 1 AMP. WALL INST. HARDWARE. PROVIDE PROGRAMMABLE SPEED CONTROLLERS. (FOR TURF AREA (E-1-2) AND LOCKER ROOM (F-3))
EH-1-5	KING ELECTRIC MODEL PAV-6S. WITH SLOPE TOP WALL PAN, GRILLE. ALL HARDWARE FOR INSULATION 208V, 2250 WATTS, 1 PH. (AUXILIARY HEAT ONLY.)
RTU-2-3	CARRIER ROOFTOP, MODEL 48A3W025-1M52ARR, VAV CAPABLE UNIT. (TO INCLUDE HUMIDIFIER, HIGH GAS HEAT, S.S. HEAT EXCHANGER, STAGED CONTROL, MERV-8 FILTERS, PHASE PROTECTION, 208V, 3PH, 134 AMPS. RTU-2 TO SERVE DOWNSTAIRS AREAS, EXCEPT WETROOM, EQUIPMENT/LAUNDRY AREAS, AND WEIGHT ROOM/TURF AREA. RTU-3 TO SERVE SECOND FLOOR OFFICE AREAS.
SUPPLY AIR DIFFUSERS	TITUS TYPE 250-AA ALUMINUM DIFFUSERS SIZES 24X24, 18X18, 12X12 WALL MOUNTING HARDWARE.
RETURN AIR GRILLES	2X2 OR 1X1 CEILING RETURN GRILLES, ALUMINUM COMPLETE WALL MOUNTING HARDWARE.
GA-1-5	GUARDIAN AIR MODELS PH-PKG14-24V (G-1-S) 14 WATT EACH (MOUNT IN ROOFTOP UNITS 1-3).
FRU-1	CARRIER ENTERPRISES ENERGY RECOVERY UNIT, MODEL OWB5000L, 208V, 21.4 AMPS, 30 (OR EQUAL)
H-1	DRI-STEEM MODEL GTS-200, 2 AMPS, 10 54X25X4TH, 1000#, 5" FLUE AND 5" AIR INTAKE. (TO ROOFINSTALL CRYSTAL QUEST WATER FILTER (IN JANITORS CLOSET ON 1ST FLOOR, UNDER SINK, FEED FROM SINK ON LINE) MODEL US-C0906. (WITH TWO SETS REPLACEMENT FILTERS) RUN WATER TO HUMIDIFIER WITH VAPOR LOGIC CONTROL, HUMIDISTAT, A CAPPED DISPERSION WANDS AND HAND SPRAY NOZZLE. (TO JANITORS CLOSET SINK BELOW. (GAS FROM ROOF LINE) TO FEED RTU-2 AND RTU-3

M-3

SHEET 3 OF 3

PROPOSED TRAINING
CENTER 1ST FLOOR

DATE MAY 19, 2016
SCALE AS NOTED
DESIGNED BY ALL
CHECKED BY BL
DRAWN BY BL



DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

PROJECT NAME AND ADDRESS
PROPOSED
ADDITION & RENOVATIONS
CANTAGUE POLICE PINK
HUNTSVILLE, NY

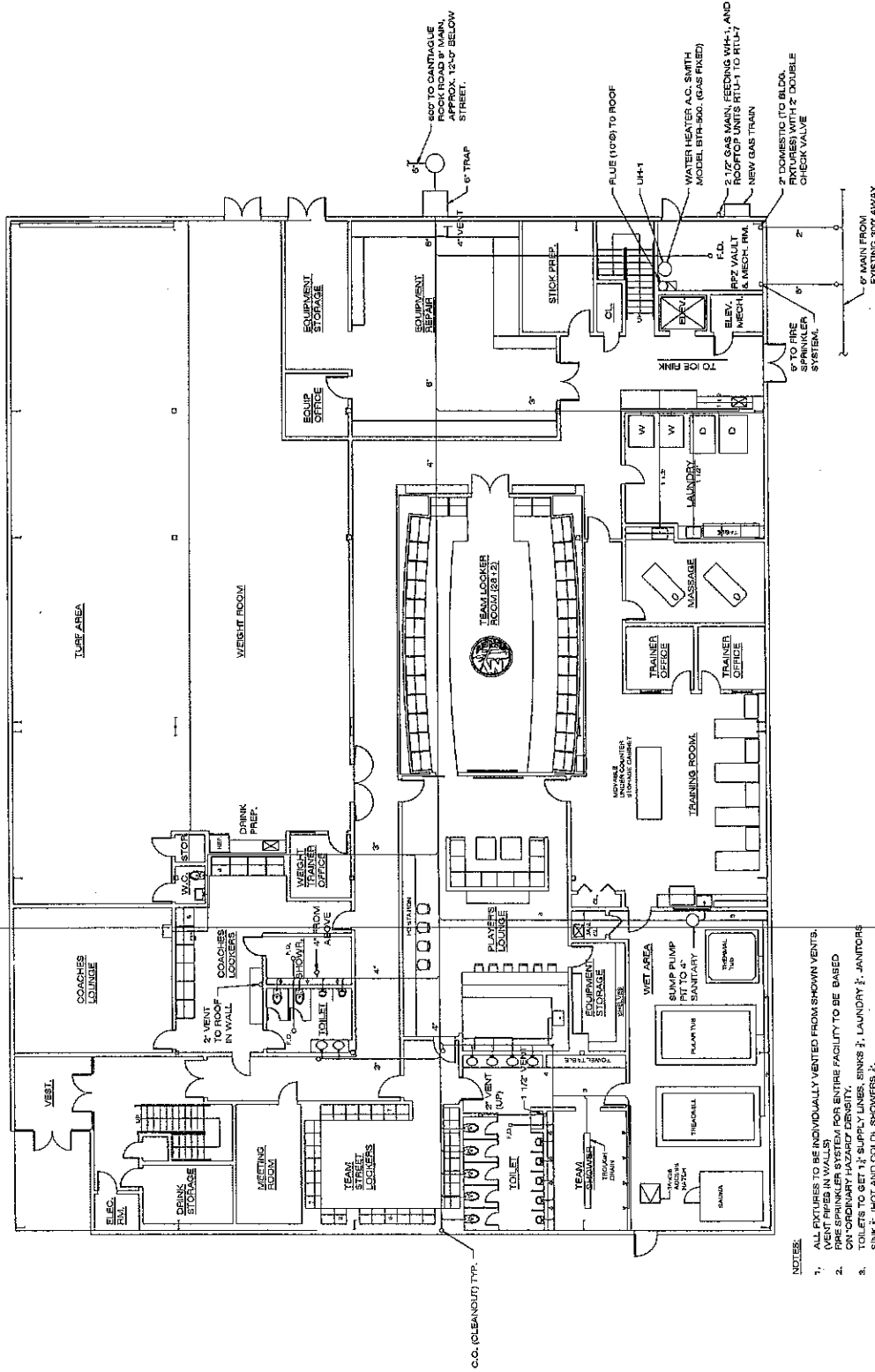
CONTRACT NO. 4115

DATE: 10/10/15
SCALE: AS SHOWN
DRAWN BY: AC
CHECKED BY: BK

PROPOSED TRAINING
CENTER 1ST FLOOR

DATE: 10/10/15
SCALE: AS SHOWN
DRAWN BY: AC
CHECKED BY: BK

P - 1
SHEET 1 OF 2



- NOTES:
1. ALL EXISTURES TO BE INDIVIDUALLY VENTED FROM SHOWN VENTS.
 2. (VENT PIPES IN WALLS)
 3. FIRE SPRINKLER SYSTEM FOR ENTIRE FACILITY TO BE BASED ON ORDINARY HAZARD CATEGORY.
 4. SINK 1: HOT AND COLD, SHOWERS 1: ALL SINK, SOAP, AND PAPER TOWEL DISPENSERS TO BE TOUCHLESS TYPES.
 5. ALL SANITARY LINE CLEANOUTS TO BE ACCESSIBLE.

PROPOSED TRAINING CENTER: FIRST FLOOR
1/2" = 1'-0"



DEPARTMENT
OF PUBLIC WORKS
NASSAU COUNTY

PROJECT NAME AND ADDRESS
PROPOSED
ADDITION & RECONSTRUCTION
OF JAIL, COURT HOUSE
CANTAGALLA PARK, CANTAGALLA
HIGHWAY, NY

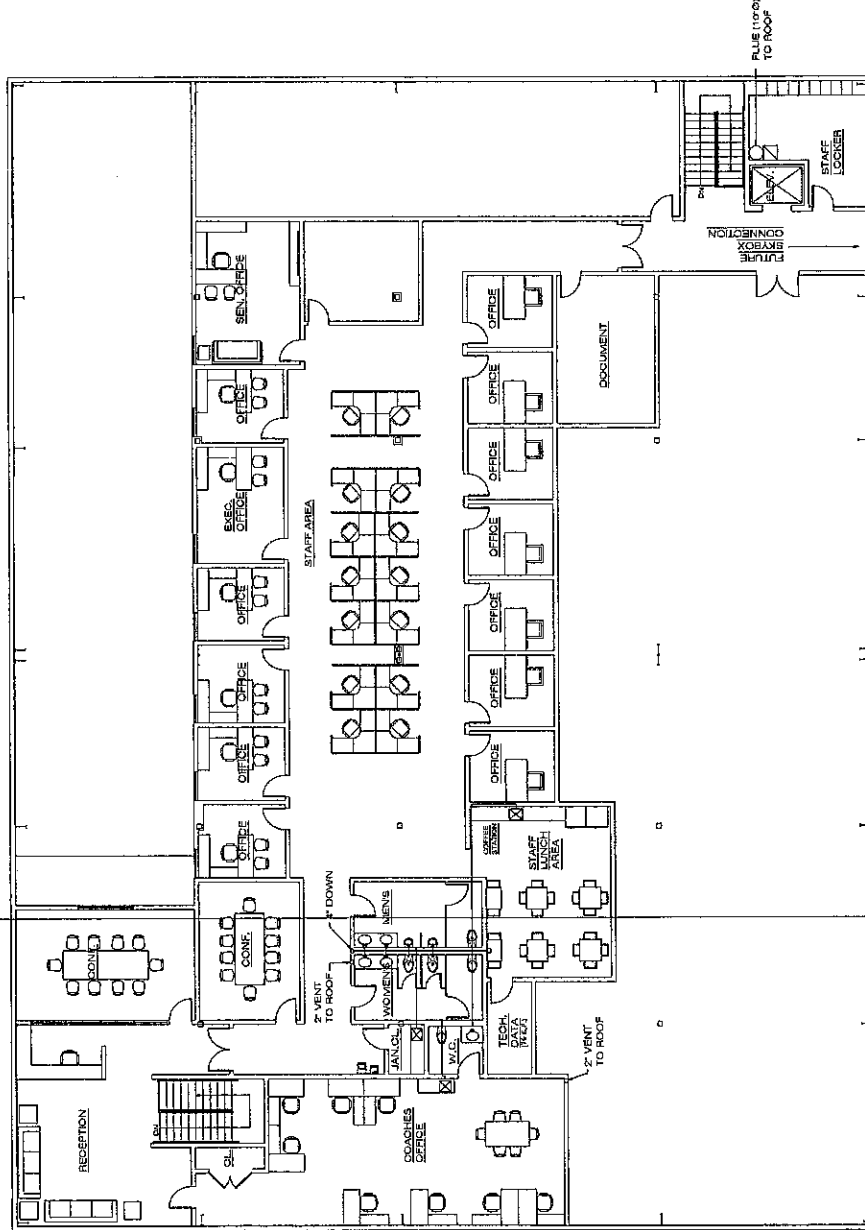
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DATE MAY 19, 2011
SCALE AS NOTED
DESIGNED BY
CHECKED BY
IN

PROPOSED TRAINING
CENTER 1ST FLOOR

P - 2

SHEET 2 OF 2



PROPOSED TRAINING CENTER: FIRST FLOOR
1/4" = 1'-0"

REFLECTED CEILING PLAN @ 1ST FLOOR

Product		Finishes Legend
Ref	Item/Description/Number	
ACT-3	Acoustical Ceiling Tile	Decoustics, Direct Suspended, 5'X10' Vinyl
ACT-4	Acoustical Ceiling Tile	Decoustics, Claro Lay-In, 4'X4', Vinyl
ACT-5	Acoustical Ceiling Tile	Armstrong Ceiling, Optima-3352, Lay-In, Regular 2X2
ACT-6	Acoustical Ceiling Tile	Armstrong Ceiling, Tech Zone-3164, Optima Lay-In And Regular 2'X5' W/6"X5' Lighting Trough
CPT-2	Carpet (Broadloom)	Tandus, Vipili 52042
CPT-3	Carpet (Broadloom)	Tandus, Kharplex 44038
CPT-6	Carpet (Modular)	Tandus Plexus, Color LII 02875
CT-3	Tile-Ceramic	Daltile, Identity 8"X20 Glazed Ceramic Tile, Gloss Finish
CT-4	Tile-Glass	Daltile, Reflections In Glass Tile, 2"X8"
CT-6	Tile-Porcelain (Floor)	American Olean, Studio District, 3"X3" Mosaic Mesh Mount
CT-7	Tile-Porcelain (Floor)	American Olean, Studio District, 12"X24"
CT-8	Tile-Porcelain (Wall)	Daltile, Stone A La Mode, 1222 Urban Blue Stone 2"X3" Wedge Polish
EXP	Exposed	Exposed To Structure Above
PT-4	Paint (Eggshell)	Sherwin Williams
PT-5	Paint (Flat)	Sherwin Williams
PT-6	Paint (Epoxy)	Sherwin Williams
PT-9	Paint (Semigloss)	Sherwin Williams
PT-10	Paint (Markerboard)	Wolf Gordon, Wink-Dryerase, Water Base, Low Voc Clear Coating Over Painter Wall
RF-1	Resilient Flooring	Johnsonite, Triumph, Hammered Texture
RF-2	Resilient Flooring	Plae Usa, Power Achieve, 1" Thick Roll
RF-5	Resilient Flooring	Johnsonite, Vinyl Flooring-Optima Iq Homogenous Sheet, Welded With Matching Cove Base
RT-1	Rubber Tread	Uline model no. H-3555
SC-1	Sealed Concrete	spec to follow
TRF-1	Turf Field	Plae Attack, 15 MM foundation
VCT-1	Vinyl Composite Tile	Mannington Commercial, Designer Essentials
WB-2	wall Base (Rubber)	Johnsonite, Tightlock, 4 1/2" H Continuous Coil
WB-3	Wall Base (Metal)	12" H Painted Flat Metal Base, Mechanically Fastened To Wall
WIC-1	Wall Covering	Wolf Gordon, Typell Vinyl 52"W

EXHIBIT "B"

INITIAL CAPITAL IMPROVEMENT SCHEDULE

TENTATIVE MILESTONE SCHEDULE

<u>ACTIVITY</u>	<u>START</u>	<u>FINISH</u>
Agreement Signed	07/2015	
Site Clean Up / Prep	08/7/2015	08/21/2015
Excavate and Building Foundation	08/22/2015	09/15/2015
Building Frame & Roof – Delivery / Install	09/15/2015	10/30/2015
GC / Electrical / MEP (Internal Fit & Site Work)	10/01/2015	03/15/2016
First Floor (including data room)	10/01/2015	12/30/2015
Second Floor	12/30/2015	02/28/2016
Pour Slabs (Ground & Second Floor)	09/30/2015	10/30/2015
Complete Site Work (Paving & Pavement Markings)	02/28/2016	04/15/2016
Substantial Completion	04/15/2016	
Punch List (Includes Landscaping)	04/15/2016	06/15/2016

APPENDIX "C"
SAMPLE MONTHLY SCHEDULES

Sample In-Season Schedule

January 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
						Away game
3	4	5	6	7	8	9
	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Away game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Home game	NYI – 10:30 – 12:30	NYI – 10:00 – 11:30 Home game
10	11	12	13	14	15	16
	NYI – 10:00 – 12:30	NYI – 10:00 – 11:30 Home game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Away game	NYI – 10:30 – 12:30	Away game
17	18	19	20	21	22	23
		NYI – 9:30 – 11:30 Home game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Away game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Home game
24	25	26	27	28	29	30
	NYI – 10:30 – 12:30	NYI – 10:00 – 11:30 Away game	NYI – 9:30 – 12:30	NYI – 10:00 – 11:30 Home game	NYI – 9:30 – 12:30	Away game
31						

* Sample in season schedule subject to change based on game schedule.

Sample Off-Season Schedule

June 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	
5	6	8	9	10	11	
12	13	15	16	17	18	
19	20	22	23	24	25	
26	27	29	30			

* Limited off-season use contemplated. Sample off-season schedule subject to change based on playoff schedule.

APPENDIX "D"

POLICIES AND STANDARDS FOR MARKETING AND ADVERTISING

I. PURPOSE

A. Objectives. Through this policy, Nassau County (the "County") intends to establish definite, objective, uniform, and enforceable standards for advertising and marketing on County-owned properties, assets and events ("Advertising"). In setting such standards, the County seeks to fulfill certain goals and objectives, including but not limited to:

- a) maintaining the safe and orderly operation of County facilities;
- b) maximization of revenue generated by Advertising;
- c) maintaining a safe and welcoming environment for County residents and visitors, including minors;
- d) avoiding the identification of the County with advertisements or the viewpoints of the advertisers; and
- e) maintaining an image of neutrality on political matters and other noncommercial issues that are the subject of public debate and concern.

B. Nonpublic Forum. By allowing limited types of Advertising, the County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Advertising is intended only to generate revenue for the County. The County intends that County assets and events constitute nonpublic forums that are subject to the restrictions set forth in Section II.

C. Reservation of Rights. The County reserves the right, from time to time, to waive, suspend, modify, or revoke the application of any or all of these policies and standards as it deems necessary to comply with legal mandates and to fulfill the goals and objectives referred to herein. All of the provisions of these policies and standards shall be deemed severable.

D. Disclaimer. The County reserves the right, in all circumstances, to require that an advertisement include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the County.

E. Applicability. These policies and standards shall apply to all property governed by the County pursuant to this Agreement.

II. ADVERTISING STANDARDS

A. Commercial Advertisements Only. Except for Advertising defined in Section II.C or Section II.D., only advertisements promoting primarily the sale of commercial goods or services are permitted.

B. Prohibited Advertising. Advertisements shall not be accepted, displayed or maintained on County assets or events if the advertisements fall within one or more of the following categories:

- 1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual, group, or entity. An advertisement will be deemed to contain such material where a reasonably prudent person using prevailing community standards would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual, group, or entity.
 - 2) Tobacco. The advertisement's purpose or effect is to identify a brand of a tobacco product (any substance which contains tobacco, including, but not limited to, cigarettes, cigars, pipe tobacco and chewing tobacco), a trademark of a tobacco product or a trade name associated exclusively with a tobacco product, or to promote the use or sale of a tobacco product.
 - 3) Profanity. The advertisement contains profane, vulgar, or scatological language.
 - 4) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual; or (b) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement; or (c) contain images or depictions of illegal firearms or other illegal weapons, or the unlawful use of firearms or other weapons.
 - 5) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
-
- 6) Unlawful goods or services. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
 - 7) Unlawful conduct. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
 - 8) Obscenity. The advertisement contains obscene material. For purposes of these policies and standards, the term "obscene" shall have the meaning contained in New York Penal Law Section 235.00, as such provision may be amended, modified or supplemented from time to time.

- 9) Indecent Material. The advertisement contains material which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content would give rise to a violation of New York Penal Law Section 235.21, as such provision may be amended, modified, or supplemented from time to time.
- 10) Offensive Sexual Material. The advertisement contains material which constitutes public display of offensive sexual material in violation of New York Penal Law Section 245.11, as such provision may be amended, modified, or supplemented from time to time.
- 11) Patently Offensive Material. The advertisement contains material that would be deemed patently offensive by a reasonably prudent person of average sensitivity in the community.
- 12) Political or "Issues" Advertising. The advertisement (1) refers to a specific ballot question, initiative petition, or referendum; (2) refers to any candidate for public office; or (3) promotes, opposes or otherwise directly relates to issues of public debate on economic, political, or social issues.
- 13) Endorsement. The advertisement contains any material that implies or declares an endorsement by the County of any service, product or point of view, without prior written authorization of the County.
- 14) False, misleading, or deceptive material. The advertisement contains any material which is false, misleading, or deceptive.
- 15) Libelous speech, copyright infringement, etc. The advertisement contains any material which is libelous or an infringement of any copyright, trade or service mark, title or slogan, or is otherwise unlawful or illegal or likely to subject the County to litigation.
- 16) Right of Privacy. The advertisement contains any material which violates New York Civil Rights Law Section 50, as such provision may be amended, modified, or supplemented from time to time.
- 17) "Adult"-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services, or other similar places, things or services.
- 18) Distractions and Interference. The advertisement (i) displays the words "Stop," "Drive In," "Danger," or any other word, phrase, symbol or character that, as determined by the County, may interfere with, mislead, direct or distract vehicular traffic and/or (ii) comprises rotating, revolving, or flashing light devices or any

moving parts.

19) Advertisements Adverse to the County. The advertisement is (i) directly adverse to the commercial or administrative interests of the County; or (ii) harmful to the morale of County employees.

20) Alcohol Advertising. The advertisement promotes the sale of wine, liquor, beer, or distilled spirits or other alcoholic beverages; provided, however, that such advertisement may be accepted, displayed or maintained if it would not otherwise qualify under one of the above categories, does not promote the abuse of alcoholic products and does not use lewd or salacious content. In addition, such advertising must be removed in the event that a municipality in which the advertising is located requests that such advertising be removed. In such event, the County shall endeavor to work with the Licensee to locate another suitable location for such advertising. However, the Licensee shall not be entitled to a reduction in any of its payment obligations to the County in the event another suitable location cannot be found.

C. County Operations. Nothing in this policy shall limit the County's right to display on County assets and events any advertisements and notices that pertain to County operations or initiatives.

D. Existing Laws. All advertisements must comply with all applicable federal, state, and local laws, rules, and regulations.

III. REVIEW OF ADVERTISING DECISIONS

A. Initial Reviews. The Licensee will review each advertisement to determine whether the advertisement is in conformity with the policies and standards set forth in Section II. If the Licensee determines that an advertisement is not or may not be in conformity with such standards:

a) The Licensee shall promptly notify designated County staff of its determination and the reasons for its determination. Upon receipt of such notification, the County shall advise the Licensee whether the County concurs with the contractor's determination concerning the advertisement.

b) In the event that the County concurs in the determination of the Licensee, the Licensee may, in consultation with designated County staff, discuss with the advertiser one or more revisions to the advertisement, in order to bring the advertisement into conformity with the policies and standards set forth in Section II. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these policies and standards.

(c) In the event that the Licensee and the advertiser do not reach agreement with

regard to a revision of the advertisement, or in the event that the Licensee and the County determine that no appropriate revision could bring the advertisement into conformity with the policies and standards set forth in Section II, the Licensee shall promptly provide the advertiser with a copy of these Policies and Standards and written notice of the determination, the reason(s) for the determination, and the advertiser's right to a review before the County's Designated Advertising Review Committee. The Licensee shall provide such committee with a copy of the written notice to the advertiser and the advertisement at issue.

B. Appeals to Advertising Review Committee. An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Advertising Review Committee within ten (10) business days after receipt of the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of the County's Advertising policies and standards. The Advertising Review Committee at a minimum shall consist of supervisory personnel from the Planning Department and the County Attorney's Office. The Advertising Review Committee shall review the basis for the rejected or removed advertisement and shall consider the advertiser's reasons for filing the request. The Advertising Review Committee shall make a decision on the request and shall notify the advertiser of its decision in writing within fifteen (15) business days after receiving the advertiser's request.

APPENDIX "EE"

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix "EE" are hereby made a part of the document to which it is attached.

The Licensee (as defined below) shall comply with all federal, state and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts (as defined below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Licensee shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Licensee will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Licensee shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Licensee's obligations herein.

(c) The Licensee shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Licensee shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Licensee shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Licensee shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of

real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Licensee.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix "EE" the term "County Contract" means (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix "EE" the term "the Licensee" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether the Licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract.

APPENDIX "L"

CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended (the "Law"), the Licensee hereby certifies the following:

1. The ~~chief executive officer~~ ^{Alternate Governor} of the Licensee is:

Arthur McCarthy (Name)
1600 Old Country Road, Plainville NY 11803 (Address)
(516) 622-8346 (Telephone Number)

2. The Licensee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Licensee does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Licensee establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Licensee.
3. In the past five years, Licensee _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Licensee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Licensee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Licensee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/5/15
Dated _____

Arthur McCarthy
Signature of Chief Executive Officer
Alternate Governor

Arthur McCarthy
Name of Chief Executive Officer
Alternate Governor

Sworn to before me this
5th day of June, 2015.

[Signature]
Notary Public

MICHAEL J. MENCHISE
Notary Public, State of New York
No. 01ME6096643
Qualified in Suffolk County
Commission Expires August 4, 2015

